

Section 8 and Rental Assistance Certificate and Voucher Programs
State of Connecticut
DEPARTMENT OF SOCIAL SERVICES
REQUEST FOR PROPOSALS

The Department of Social Services is requesting proposals from organizations qualified to administer the following six housing subsidy programs for Connecticut's income-eligible families:

1. The Department's **Section 8 Housing Choice Voucher (HCV) Program**, funded by the United States Department of Housing and Urban Development (HUD) and authorized by the Federal Housing Act of 1973 as amended;
2. The Department's **Section 8 Family Self Sufficiency Program (FSS)**;
3. The Department's **Project-based Section 8 Housing Choice Voucher (HCV) Program**;
4. The Department's **Section 8 Moderate Rehabilitation Program**;
5. The **State-funded Rental Assistance Program (RAP)**; and
6. The **State-funded Transitional Rental Assistance Program (T-RAP)**,

The State-funded Rental Assistance Program (RAP) and the State-funded Transitional Rental Assistance Program (T-RAP) are modeled after the Section 8 Program.

Proposals in response to this RFP must address all six programs and the organization must be capable of providing all services on a statewide basis. The contract period will begin January 15, 2007 and the expiration of the contract will be July 31, 2009 with two, one year contract extension options.

Sealed Proposals must be received no later **than 3:00 pm on November 6, 2006**. Any responses received after that date and time might be accepted by the Department as a clerical function but not evaluated. Those submissions that are not evaluated shall be retained for thirty days after the resultant contract is executed, after which time the responses will be destroyed.

To download the Request for Applications, access the State's Procurement/Contracting Portal at the State of Connecticut Department of Administrative Procurement Services Home Page at www.das.state.ct.us/busopp.asp or contact:

Frank A. Intino
State of Connecticut
Department of Social Services
25 Sigourney Street
Hartford, CT 06106
(860) 424-5486 (phone)
(860) 424-5800 (fax)
frank.intino@ct.gov (e-mail)

The Department of Social Services is an Equal Opportunity/Affirmative Action Employer. Deaf and Hearing impaired individuals may use a TDD by calling 1-800-842-4524. Questions or

requests for information in alternative formats must be directed to the Contract Administration Office at (860) 424-5486.

The Department reserves the right to reject any and all proposals or cancel this procurement at any time if it is deemed in the best interest of the State.

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I – Overview: Department Of Social Services

A. Department Overview

The Department of Social Services provides a broad range of services to elderly persons, disabled persons, families and individuals who need assistance in maintaining or achieving their full potential for self-direction, self-reliance and independent living. It administers more than 90 legislatively authorized programs and approximately one-third of the State budget. By statute, it is the State Agency responsible for administering human service programs authorized by federal legislation including the Rehabilitation Act, the Food Stamp Act, the Older Americans Act and the Social Security Act. The Department is also designated as a public housing agency for the purpose of administering the three Section 8 Programs under the Federal Housing Act.

The Commissioner of Social Services and two Deputy Commissioners administer the Department. One Deputy directs Programs and one Deputy directs Administration (including Health Care Financing). Regional Administrators manage the three service regions. Directors or other managers reporting to one of the three Commissioners manage nineteen organizational units within the central office. The Connecticut General Statutes require a statewide advisory council to the Commissioner, and a regional advisory council in each region.

The Department provides client services through 12 offices located in the Department's three regions. Central office support is located in Hartford. In addition, many community-based agencies, including the 156 senior centers throughout Connecticut provide client services funded by the Department. The Department also has out-stationed employees at hospitals and some nursing facilities to expedite Medicaid applications. It funds Healthy Start sites that accept applications for Medicaid for pregnant women and young children. Many of the client services provided by the Department are available via mail or telephone.

The Commission on Deaf and Hearing Impaired, the Board of Education Services for the Blind and the Child Day Care Council are attached to the Department for administrative purposes only.

B. Overview of the Section 8 and Rental Assistance Programs

1. Introduction

The United States Department of Housing and Urban Development (HUD) Section 8 Housing Choice Voucher Program and the State-funded Rental Assistance Program offer opportunities for housing subsidies to income eligible families. The programs provide mechanisms for lower-income families to obtain housing in non-impacted areas, thus avoiding concentration of assisted housing. The programs are tailored to meet the individual needs of families by offering them freedom of choice in finding a unit suitable to their needs and desires. An eligible family can participate in the program as long as funds are available and the family remains eligible. Since housing needs change with changes in family size, job location and other personal circumstances, the programs allow moves by the family without loss of assistance.

2. Section 8 Housing Purpose

The Section 8 program can be a key element in addressing the housing and community development needs of many localities. It allows rapid delivery of housing assistance in less crowded living conditions for lower-income families at a relatively low cost and it maintains and improves housing stock and preserves neighborhoods.

The Section 8 Program also addresses the needs of individuals and families through the following component programs:

a. Section 8 Housing Choice Voucher (HCV) Program

The Section 8 Housing Choice Voucher Program consists of housing subsidies that allow families to rent apartments in the private rental market. The Department of Social Services provided 5,074 vouchers to eligible families in 2005 through the Section 8 Housing Choice Voucher Program. **Table 1** provides a current listing of Section 8 vouchers by municipality.

The voucher subsidy provides income-eligible families with housing subsidies equal to the difference between 30% of the household's income and the payment standard established for the household's family size. The Housing Choice Voucher Program allows a family to pay up to 40% of their monthly-adjusted income for rent. HUD's portability guidelines allow the families with a housing choice voucher to move anywhere in the United States and its territories after residing in Connecticut for an initial twelve months.

The Department has established two preferences and annually updates the number of applications that will be accepted:

- i. Through the Family Unification Preference, housing assistance is provided to eligible families for whom the lack of adequate housing is a primary factor in the separation or imminent separation of children from their families. Although the term of the awarded vouchers has expired the Department has continued through this effort to find safe, decent and sanitary housing for eligible families who need adequate housing in an environment where their children can reside without danger of abuse or neglect.
- ii. Through the Nursing Facility Transition Preference the Department provides rental assistance to individuals who reside in nursing facilities licensed in the state of Connecticut. The Nursing Facility Transition Preference for the DSS Section 8 Housing Choice Voucher Program is administered by the Department in collaboration with the Connecticut Association of Centers for Independent Living (CACIL). Under the terms of the resultant contract CACIL shall refer individuals to the resultant contractor who shall determine the individual's eligibility as an applicant for the Nursing Facility Transition Preference in the DSS Section 8 Housing Choice Voucher Program.

b. Section 8 Family Self Sufficiency Program (FSS)

The purpose of the FSS program is to reduce the dependency of low-income families on welfare and housing assistance. The resultant contractor shall provide the participating families with appropriate supportive services to promote self-sufficiency. The Department requires FSS participants to enter into a participation contract. The contract must incorporate training and service plans including interim and final goals for each participant. The contract must stipulate that each FSS family will fulfill the obligations set forth within the participation contract no later than five (5) years after the effective date of the contract. The term may be extended for two additional years.

This program requires the Department's contractor to establish separate FSS escrow accounts for each participant. In general, the FSS credit into the FSS account shall be equal to the difference between thirty percent (30%) of the family's monthly-adjusted income and the family's rent, which is calculated by disregarding any increase in earned income from the effective date of the contract. The FSS participant is entitled to the balance of the FSS account when the terms of the participant contract have been successfully completed.

c. Project-based Section 8 Housing Choice Voucher Program

In January 2002 a Memorandum of Understanding was made and entered into by and between the State of Connecticut Office of Policy and Management, the Department of Mental Health and Addiction Services, the Department of Social Services, the Department of Economic and Community Development, the Connecticut Housing Finance Authority and the Corporation for Supportive Housing in support of a statewide initiative, Pilots Supportive Housing, to increase service-supported, affordable housing for people affected by mental illness and/or chemical dependency who face homelessness. The Department of Social Services has devoted 200 of its 5,074 Section 8 vouchers to project based programs developed as part of this initiative. In July 2002 the Connecticut Housing Finance Authority released a Request for Proposals soliciting applications for capitol financing and project-based rental assistance for supportive housing development projects. Sixteen projects are currently in development throughout the state.

d. Section 8 Moderate Rehabilitation Program

HUD provides rent subsidy payments to private property owners for rental units rehabilitated under the Section 8 Moderate Rehabilitation Program. These subsidies provide housing assistance for low-income persons at 30 percent of median income. The Department administers the program, but the buildings are managed and leased out by the property owners. The Department currently contracts with four property owners for a total of 35 rental units in Bridgeport, Watertown and Norwich.

e. Rental Assistance Program Purpose

The Rental Assistance Program (RAP) administered by the State of Connecticut Department of Social Services provides rental subsidies to low-income families residing in rental housing. RAP participants have the freedom of choice in locating housing suitable to their needs. Authorized agents of the Department pay Rental Assistance subsidies to the owners of the units in which participating families reside.

The Department provides certificates to eligible Rental Assistance participants. Families and Elderly or Disabled individuals whose income does not exceed 50% of the median income for the area in which they live, as determined by the Commissioner, are eligible to participate in the Rental Assistance Program. Families with RAP Certificates pay a reduced rent to landlords. Typically, families with RAP certificates pay landlords either 10% of their gross monthly income or 40% of their adjusted monthly income minus a utility allowance, whichever is greater. Eligible individuals who are Elderly or Disabled contribute 10% of their gross income or 30% of their adjusted gross income less a utility allowance, whichever is greater. RAP Certificates are portable and may be

used in any municipality within the state. The rents paid cannot exceed the rent levels established by the Department of Social Services.

In April 2006, The Supportive Housing Initiative moved into its next planning phase, with release of the Next Step Supportive Housing Memorandum of Understanding made and entered into by and between the State of Connecticut Office of Policy and Management, the Department of Mental Health and Addiction Services, the Department of Social Services, the Department of Economic and Community Development, the Department of Children and Families and the Connecticut Housing Finance Authority Initiative. Through this phase DSS will provide up to 250 Rental Assistance Program subsidies for individuals and families who are homeless or at risk of becoming homeless, particularly people experiencing repeated or persistent homelessness. The purpose of the initiative is to enable homeless families and individuals to stabilize their lives and to regain a stake in the community.

At this time, approximately 1,400 RAP Certificates are in use throughout the state. **Table 2** provides a current listing of certificates by municipalities.

f. Transitional Rental Assistance Program (T-RAP) Purpose

The Department's Transitional Rental Assistance Program (T-RAP) serves up to 14 families a month transitioning off Temporary Family Assistance (see **Table 3**). To be eligible, a family member must be employed. Once awarded, the T-RAP subsidy lasts for a maximum of one year. A maximum of approximately 150 Certificates are available under this program. This is in addition to the 1,400 Certificates available under the regular RAP Program defined above. Other than the special criteria that families must meet to become and remain eligible, the T-RAP Program uses the same rules as those that apply to the Rental Assistance Program.

The Department of Social Services monitors the Rental Assistance Program and the Transitional Rental Assistance Program for compliance with State regulations concerning applicant eligibility, applicant income, Rental Assistance calculations, Housing Quality Standards, and resultant contractor's record-keeping and financial reporting.

Table 2 & 3 provides a summary of the Rental Housing Assistance Program and Transitional Rental Assistance Program certificates issued by region and town.

- **Through this procurement the Department intends to award a single vendor the right to negotiate a contract with the Department for the statewide administration of each of the components of the Section 8 Housing Assistance Programs, the Rental Assistance Program and the Transitional Rental Assistance Program.**
- **The resulting contractor shall utilize all available HUD procedures provided under CFR § 24 as well as State regulations and Administrative Plans to provide Section 8 and Rental Assistance Program services for Connecticut's eligible applicants.**

II - Overview of the Procurement Process

A. Issuing Office and Contract Administration

The Connecticut Department of Social Services is issuing this Request for Proposals (RFP), through its Office of Contract Administration. This office is the only contact in the State of Connecticut (State) for this competitive bidding process. The address of the issuing office is as follows:

Frank A. Intino
Contract Administration
Department of Social Services
25 Sigourney Street Hartford, CT 06106
Phone: (860) 424-5486 - Fax: (860) 424-5800
E-mail: frank.intino@ct.gov

All questions, comments, proposals and other communications with the State regarding this RFP must be submitted in writing in sealed envelopes or sealed boxes clearly identifying,

“Section 8 and Rental Assistance Programs RFP.”

Any material received that does not so indicate its RFP-related contents will be opened as general mail.

B. Procurement Schedule

Milestones	Ending Dates
RFP Released	Sept. 22, 2006
Deadline for Letter of Intent 3:00 PM Local Time	Oct. 6, 2006
Deadline for Written Questions 3:00 PM Local Time	Oct. 6, 2006
Responses to Questions (tentative)	Oct. 18, 2006
Proposals Due by 3:00 PM Local Time	Nov. 6, 2006
Successful Bidder Announced	Dec. 6, 2006
Contract Negotiations Begin	Dec. 11, 2006
New Program Begins	April 16, 2007

C. Letter of Intent

A non-binding Letter of Intent **is required.** An application will not be reviewed if the Applicant failed to submit the mandatory Letter of Intent by the stated due date. Letters of Intent should be in the form set forth on page 20 of this document and directed to and received by the issuing office by **3:00pm on October 6, 2006.** Faxed copies of the Letter of Intent will be accepted. It is the applicant's responsibility to confirm the Issuing Office's receipt of a Letter of Intent.

Potential bidders who elect not to submit a proposal are requested to submit a “No Bid” letter.

D. Questions

Questions concerning this RFP must be received by the RFP Issuing Office **via email by 3:00 p.m. on October 6, 2006**. Responses to questions received in a timely manner will be posted as an addendum to this RFP on the State's Contracting Portal (www.das.state.ct.us/Purchase/Portal/Portal_home.asp) **on or about October 18, 2006**. It is each applicant's responsibility to confirm the Issuing Office's receipt of questions and the applicant's responsibility to access the State Contracting Portal to access any and all addendums to this RFP. A complete application must include an executed addendum for each of the addendums to this RFP that are posted to the portal prior to the application submission date.

The following items will be posted on the Department's web site:

<http://www.ct.gov/dss/lib/dss/pdfs/section8adminplan.pdf>

<http://www.ct.gov/dss/lib/dss/pdfs/rapadminplan.pdf>

- **State of Connecticut Department of Social Services, Administrative Plan for the Section 8 Voucher Programs**
- **Administrative Plan for the Rental Assistance Program**

E. Evaluation and Selection

It is the intent of the Department of Social Services to conduct a comprehensive, fair and impartial evaluation of proposals received in response to this competitive procurement. Only proposals found to be responsive to the RFP will be evaluated and scored. A responsive proposal must comply with all instructions listed in this RFP, including the general consideration requirements.

F. Contract Execution

The contract developed as a result of this RFP is subject to State contracting procedures. These procedures include approval by the Connecticut Office of the Attorney General. Please note that contracts become executed upon the signature of the Attorney General. No financial commitments can be made until and unless the contracts have been approved by the Attorney General. The Attorney General reviews the contract only after the parties have agreed to the provisions.

G. Bidder Debriefing

The State will notify all bidders of any award issued by it as a result of this RFP. Unsuccessful bidders may, within thirty (30) days of the signing of the resultant contract(s), request a meeting for debriefing and discussion of their proposal by contacting the Contract Administrator in writing at the address previously given.

Debriefing will not include any comparisons of unsuccessful proposals with other proposals.

III. General Proposal Requirements and Instructions for Preparing Responsive Proposals

A. GENERAL PROPOSAL REQUIREMENTS

1. Eligible Organizations

Private for-profit, non-profit, and not-for-profit incorporated organizations and government entities who can demonstrate that they:

- Have current administrative experience in operating a Section 8 Housing Choice Voucher Program within the past 3 years;
- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any governmental department or agency (Federal, State or local);
- Within a three (3) year period preceding this agreement, have not been convicted or had a civil judgment rendered against him/her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above; and
- Have not had one or more public transactions (Federal, State or local) terminated for cause or fault within a three (3) year period preceding this proposal.

may submit a proposal to administer these statewide programs. The Department is seeking proposals for statewide service encompassing all regions and all towns identified in the DSS service region (**Table 4**). Bidders must demonstrate a strong presence in each region, such as satellite offices or regional subcontractors. Special consideration will be given to organizations that demonstrate previous experience in administering housing assistance programs. Bidders that propose the use of subcontractors must present the same information about the identified subcontractors as the information requested in the RFP for the responding organization. Subcontractors are subject to the approval of DSS.

DSS is a statewide public housing authority and will continue to support the issuance of Section 8 Vouchers and RAP Certificates throughout the state, emphasizing housing choice and de-concentration. A responsive proposal shall demonstrate a bidder's ability to administer the Section 8 Voucher Programs and the Rental Assistance/Transitional Rental Assistance Programs statewide.

2. Overview of General Requirements

Bidders must adhere to the Department's rules as established in the RFP for proposal consideration, format and content. Each bidder must, at a minimum, clearly describe in its proposal how the specifications in the RFP will be met.

3. Disposition of Proposals

The State reserves the right to reject for non-compliance, any and all proposals, or portions thereof, received as a result of this procurement or to negotiate separately any service in any manner necessary to serve the best interest of the State. The State reserves the right to contract for all or any portion of the scope of work or tasks contained within this RFP if it is determined that contracting for a portion of the work will best meet the needs of the State. The State may choose to contract with one or more bidders who choose to submit proposals.

4. Proposal Most Advantageous:

While cost is a consideration and is included in the evaluation criteria, the Department reserves the right to award contracts to bidders, whose proposals are most advantageous in meeting the needs of the Department, cost and all factors considered.

5. Electronic Copy of Proposal

The successful bidder will be required to submit their proposal to the Department in electronic format on CD ROM or disk, in Microsoft Word © format, in addition to the hard copy proposal.

6. Proposal Preparation Expenses

The State of Connecticut and the Department assume no liability for payment of expenses incurred by bidders in preparing and submitting proposals in response to this procurement.

7. Response Date and Time

Proposals must be received by the Department of Social Services Office of Contract Administration by **3:00 PM Local Time, November 6, 2006** in order to be considered for selection. A postmark date will not be considered as the basis for meeting any submission deadline. The Department reserves the right to reject any bidder's response that is received after the deadline. Receipt of a proposal after the closing date and time as stated herein shall not be construed as acceptance of the proposal, since the actual receipt of the document is a clerical function. If delivery of the proposal is made by courier or in person, the Department suggests the bidder allow enough additional time for the courier or person to pass through the security station and notification of the Department representative who will be accepting the delivery of the bid package. If delivery of the proposal is not made by courier or in person, the Department suggests the bidder use Certified or Registered mail. All RFP communications should be addressed to the Issuing Office (Section II - A).

8. Acceptance of Proposal Content

The contents of this RFP and the proposal of the successful Bidder will become contractual obligations, along with the final contract, if acquisition action ensues. The resulting contract will be a Purchase of Service (POS) contract between the successful bidder and the Department. Part II, Mandatory Terms and Conditions, of the Department's POS contract

appears in Appendix I. These are standard terms that have been approved by the Office of the Attorney General and the Office of Policy and Management. Part I of the POS contract describes the services to be provided including agreed upon outcomes and measures. Part I is drafted based upon the terms and conditions in this RFP and the successful bidder's proposal. The Bidder's proposal must include a Statement of Acceptance (Appendix II), without qualification, of all terms and conditions as stated within this RFP and Part II of the Department's POS contract. A Bidder may suggest alternate language after having accepted without qualification the mandatory terms and conditions as specified in Appendix I. The Department may, after consultation with the Office of the Attorney General and the Office of Policy and Management, agree to incorporate the alternate language in any resultant contract, however the Department's decision is final. Any proposal that fails to comply in any way with this requirement may be disqualified as non-responsive. The Department is solely responsible for rendering decisions in matters of interpretation on all terms and conditions.

9. Independent Price Determination

By submission of a proposal and through assurances given in its Transmittal Letter, the bidder certifies that in connection with this procurement the following requirements have been met:

- a. Costs: The costs proposed have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such process with any other organization or with any competitor;
- b. Disclosure: Unless otherwise required by law, the costs quoted have not been knowingly disclosed by the bidder on a prior basis directly or indirectly to any other organization or to any competitor;
- c. Competition: No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition; and
- d. Prior Knowledge: The bidder had no knowledge of the specific RFP contents prior to actual receipt of the RFP and had no part in the RFP development.

10. Incurring Costs

The Department is not liable for any cost incurred by the bidder prior to the effective date of a contract.

11. Government Function

If the amount of this contract exceeds \$2,500,000.00 and the contract is for the performance of a governmental function, as that term is defined in Conn. Gen. Stat. Sec. 1-200(11) the Department is entitled to receive a copy of the records and files related to the Contractor's performance of the governmental function and may be disclosed by the Department pursuant to the Freedom of Information Act.

12. Freedom of Information

Due regard will be given to the protection of proprietary information contained in all applications received however, applicants should be aware that all materials associated with this procurement are subject to the terms of the Freedom of Information Act, and the Privacy Act and all rules, regulations and interpretations resulting therefrom. Applicants

must provide convincing explanation and rationale sufficient to justify each exception from release consistent with Section 1-210 of the Connecticut General Statutes to claim proprietary exemption.

It will not be sufficient for applicants to merely state generally that the application is proprietary in nature and therefore not subject to release to third parties to claim an exemption. Price and cost alone do not meet exemption requirements. Those particular pages or sections that an applicant believes to be proprietary must be specifically identified as such. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the applicant that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the above-cited statute.

In any case, the narrative portion of the application may not be exempt from release. Between the applicant and the State, the final administrative authority to release or exempt any or all material so identified rests with the State.

13. Offer of Gratuities

By submission of a proposal, the bidder certifies that no elected or appointed official or employee of the State of Connecticut has or will benefit financially or materially from this procurement. Any contract arising from this procurement may be terminated by the State if it is determined that gratuities of any kind were either offered to or received by any of the aforementioned officials or employees from the Contractor, the Contractor's agent or the Contractor's employee(s).

14. Set-Aside for Small, Minority or Women's Business Enterprises

Section 4a-60g of the Connecticut General Statutes sets forth the requirements of each executive branch agency relative to the Connecticut Small Business Set-Aside program. Pursuant to that statute, twenty-five percent (25%) of the average total of all contracts let for each of the three previous fiscal years must be set aside.

The Department of Social Services is requesting that the resultant contractor make a "good-faith effort" to set aside a portion of this contract for a small, minority or women's business enterprise as a subcontractor. Such subcontractors may supply goods or services. Prospective bidders may obtain a list of firms certified to participate in the State's Supplier Diversity program by contacting the Office of Supplier Diversity, Department of Administrative Services, 165 Capitol Avenue, Hartford, Connecticut, 06106 by telephone at (860) 713-5236 or by accessing the web site www.das.state.ct.us/purchase/setaside/osd_introduction.asp

NOTE WELL: During the evaluation process, special consideration will be given to those bidders who document their utilization of a certified small business and/or demonstrate the bidder's commitment to, whenever possible, utilize a certified small business. Bidders should identify the certified small business and the services the business will supply. The resultant contractor shall be required to report their set-aside achievements on no less than a quarterly basis.

B. INSTRUCTIONS FOR PREPARING RESPONSIVE PROPOSALS

1. Delivery Condition

Applications must be submitted in a loose leaf or spiral bound notebook with the official name of the organization appearing on the outside front cover of each binder and on each page of the application. A tab sheet keyed to a table of contents must separate each section of the application.

Copies Necessary – One (1) original hard-copy and six (6) exact electronic copies (CD-Rom or disk in Microsoft Word©) of the application must be submitted in a separate, sealed envelope and properly marked “**Section 8 and Rental Assistance Program RFP**” and received by the response date and time specified on the front cover of this RFA.

Note: Six (6) exact hard copies of any required documents that cannot be converted to electronic format must be submitted.

2. Format Requirements

a. Binding of Proposal:

Each bidder must submit a proposal in a format that will allow updated pages to be easily incorporated into the original proposal. The original Proposal must be submitted in loose leaf or spiral bound notebooks and clearly marked – “**Section 8 and Rental Assistance Program RFP**”. The official name of the organization must appear on the outside front cover of each binder and on each page of the proposal; location is at the bidder’s discretion.

b. Tab Sheet Dividers

A tab sheet keyed to the table of contents must separate each major section of each part of the proposal; the title of each major section must appear on the tab sheet.

c. Table of Contents

Each proposal must incorporate a Table of Contents. It is through this Table of Contents that the Department will evaluate conformance to uniform proposal content and format.

d. Cross-referencing RFP and Proposal

Each section of the proposal must cross-reference the appropriate section of the RFP that is being addressed. Proposal responses to specific task requirements must reference the RFP request citation. This will allow the Department to determine uniform compliance with specific RFP requirements.

e. Page Numbers

Each page of the proposal must be numbered consecutively in Arabic numerals from the beginning of the proposal to the last page of the proposal.

f. Page Limitation

Each proposal is limited to 70 pages. NOTE WELL: Page limitations are established to encourage the bidder to succinctly and concisely present their proposal. Bidders are encouraged to remain within these limits. Resumes and all forms shown as appendices in this RFP will not be included in the page limitation.

g. Page Format:

The standard format to be used throughout the proposal is as follows:

- Text shall be on 8 ½" x 11" paper in the "portrait" orientation;
- Text shall be single-spaced;
- Pitch shall be a maximum of a ten (10) characters per inch;
- Font shall be a minimum of twelve (12) point;
- The binding edge margin of all pages shall be a minimum of one and one half inches (1 ½"); all other margins shall be 1";
- Graphics may have a "landscape" orientation, bound along the top (11") side; if oversized, graphics may have a maximum of one (1) fold;
- Graphics may have a smaller text spacing, pitch, and font size;
- Resumes are Text not Graphics.

IV –Proposal Contents – Scope of Work

A. Transmittal Communication, Forms and Acceptances contained in the order specified below:

- 1. Transmittal Letter:** The original proposal and all copies must include a Transmittal Letter, of no more than two (2) pages with the assurance of independent price determination described in Section III, 9.
- 2. Table of Contents** for the entire Technical Proposal beginning with the Executive Summary.
- 3. Executive Summary** – limit two pages
- 4. Procurement and Contractual Agreements Signatory Acceptance – Appendix II:** The bidder must provide a signed Acceptance Statement, without qualification, of all mandatory terms and conditions in the standard POS contract (Appendix I).
- 5. Workforce Analysis Form – Appendix III:** Bidders with Connecticut work sites must complete this form.
- 6. Notification to Bidders Form -- Appendix IV (Signed)** – This information must include a summary of the bidder's affirmative action plan and the bidder's affirmative action policy statement. Additionally, bidders must address in writing the following five factors as appropriate to the bidder's particular situation. These factors are:
 - Affirmative Action Plan: The bidder's success in implementing an Affirmative Action Plan;
 - Development of Affirmative Action Plan: The bidder promises to develop and implement a successful Affirmative Action Plan if no successful Affirmative Action Plan is in place;
 - Apprenticeship Program: The bidder's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the *Regulations of Connecticut State Agencies*, inclusive;
 - EEO-1 Data: The bidder's submission of EEO-1 data indicating that the composition of its work force is at or near parity when compared to the racial and sexual composition of the work force in the relevant labor market area; and
 - Set-Aside for Minority Business: The bidder's promise to set-aside a portion of the contract for legitimate minority business enterprises, and to provide the Department Set-Aside reports in a format required by the Department.
- 7. Smoking Policy – Appendix V** (Signed Statement if applicable): If the bidder is an employer subject to the provisions of Section 31-40q (Appendix V) of the Connecticut General Statutes, the bidder agrees to provide the Department a copy of its written rules concerning smoking. The Department must receive the rules or a statement that the bidder is not subject to the provision of Section 31-40q of the Connecticut General Statutes prior to contract approval.
- 8. Lobbying Restrictions – Appendix VI:** a signed statement to the effect that no funds have been paid or will be paid must be included (Appendix VI).
- 9. Authorization of Signature - Appendix VII.** This form will be required for successful bidders in contract negotiation processes. This form is included in the proposal to alert bidders to this requirement but is not required as a part of the proposal.
- 10. Required Reports – Appendix VIII**
- 11. Gift Certification – Appendix IX**

12. Campaign Contribution Certification -- Appendix X

13. Consulting Agreement Affidavit – Appendix XI

14. Prohibition on Campaign Contributions by Prospective State Contractors –Appendix XII

15. Customer Reference Survey Form – Appendix XIII

B. Content Requirements: Contractor's Work Plan Requirements Project Management and Work Plan Section.

1. Overview and Guidelines for Responding to the Task Requirements.

a. Understanding Project

The bidder shall present their understanding of the project. A responsive proposal must present an understanding of the variety of clients served by DSS and strategies that the bidder will use to ensure a statewide continuum of housing related services.

b. How Task Requirements Will Be Performed

The bidder shall describe how the bidder shall perform each task identified. It shall also include the identification of problems and proposed method(s) of solution.

c. Project Timetable:

The bidder shall include a PERT, Gantt, or Bar Chart, that clearly outlines the task timetable from beginning to end. The chart must display key dates and events relative to the project.

d. Department Support:

The bidder shall specify the type of support the bidder will require from the Department to carry out the project. Support may include, but is not limited to, Department staff time, Departmental reports or information required, or any other resources the Contractor expects the Department to provide in addition to the support identified below. At a minimum, the Department shall:

- 1) monitor the Contractor's performance and request updates as appropriate,
- 2) respond to written requests for policy interpretations,
- 3) provide technical assistance to the Contractor as necessary to accomplish the expected outcomes,
- 4) provide a project leader,
- 5) schedule and hold regular project meetings with the Contractor, and
- 6) provide a process for and facilitate open discussions with staff and personnel to gather information regarding recommendations and suggestions for improvement.

e. Performance Constraints

Performance constraints shall be clearly identified in the resulting contract however, bidders are advised that:

- 1) The resultant contractor shall be prohibited from applying a system of preferences to any individual or category of individuals, without the express advance permission of the Department of Social Services.
- 2) The resultant contractor shall be required to implement and facilitate a fair lottery system to accept applications for the Rental Assistance program.
- 3) The resultant contractor shall be required to accept applications for the Transitional Rental Assistance Program based on a first come, first serve basis unless the number of monthly referrals exceeds available funding, then a fair lottery system on a monthly basis will be utilized.

2. Contractor's Work Plan Requirements

The responses to the requirements listed below must conform to the following general requirements. A responsive proposal shall:

- Address each task requirement separately,
- Identify the responses corresponding to the assigned task number in the RFP, and
- Provide a detailed description of how the bidder will define and perform each required task, the resultant product or deliverable, and how the bidder will develop and manage services performed under any and all sub-contracting arrangements.

a. Requirement 1: Program Objectives

Description - Program Objectives:

The bidder must, at a minimum, meet or exceed the following program objectives. Bidders may propose additional objectives. The resultant Contractor shall be required to:

- 1) Manage the Section 8 Tenant-Based HCV Program, Project-based Section 8 HCV Program, and Section 8 Moderate Rehabilitation Program in accordance with the applicable Federal regulations, HUD's annual contributions contracts and the Department's Administrative Plan,
- 2) Improve the domestic stability of at-risk families participating in the Section 8 Family Unification program through cooperative efforts with DSS, the Department of Children and Families, and allied state and local community organizations,
- 3) Assist individuals and families participating in the Pilots and Next Steps Supportive Housing Initiatives to achieve stability and self-reliance in service-supported housing.
- 4) Enhance the education, employment skills and economic self-sufficiency of 375 families participating in the Section 8 Family Self Sufficiency Program through linkages with DSS and allied state and local community organizations,
- 5) Manage the Rental Assistance Program in accordance with the applicable State rules and regulations,
- 6) Manage the Transitional Rental Assistance Program in accordance with the applicable State rules and regulations,
- 7) Determine eligibility certification and annual or interim re-certifications 30 days prior to the annual lease renewal date,

- 8) Ensure through an established evaluation system that 100% of tenant housing sites meet HUD Housing Quality Standards,
- 9) Manage a financial system that ensures the minimum utilization rate of certificates and vouchers at 98% of budget authority and assures timely payments,
- 10) Encourage racial and economic integration when consistent with an individual or family's wishes, and
- 11) Maintain a participant review process for determining eligibility and service provision and coordination.

Bidder Tasks: Program Objectives

A responsive proposal shall:

- 1) Include a narrative plan describing the methods and processes to implement each of the program objectives listed above,
- 2) State numerical goals related to the program objectives,
- 3) Include a description of the resultant contractor's coordination plan for all activities and communication involving the client to achieve the program objectives listed above,
- 4) Include a statement of the number of cases that the resultant contractor will serve on a monthly, quarterly, and/or annual basis *and* an explanation of the analysis the bidder used to arrive at the number of cases,
- 5) Include a description of the evaluation methodologies the resultant contractor would use during the term of the contract to measure achievement toward the goals,
- 6) Comply with Fair Housing Act provisions, and

Bidders may, but are not required to propose additional objectives.

b. Requirement 2: Consumer Support Services

Description: Consumer Support Services:

The resultant contractor shall provide specific support services that enhance consumer participation in the Section 8 Housing and Rental Assistance Programs. The resultant Contractor shall be required to provide the following consumer support services:

- 1) Outreach services including the recruitment of tenants and landlords,
- 2) Consumer education workshops for tenants and landlords prior to the receipt of a certificate or voucher and during the application process,
- 3) Direct client contact - available and open access at sites and through telephone contact. Landlord and tenant telephone calls must be responded to in a prompt manner, either addressed immediately or returned within one business day unless the specific circumstance requires immediate attention,
- 4) Distribution of basic mobility information,
- 5) Dispute resolution and intervention for problems that exist between certificate holders and landlords,

- 6) Referral to community support services,
- 7) Communication, both written and oral, with non-English speaking applicants and consumers, and
- 8) Applicant and consumer appeal processes.

Bidder Tasks: Consumer Support Services

A responsive proposal shall:

- 1) Demonstrate an understanding of the needs of the client population served by the six programs. Specifically, the proposal shall identify potential needs of the clients served by the DSS housing programs and identify strategies that will ensure a continuum of housing related services that will meet the needs of these clients,
- 2) Include a narrative plan describing the methods and processes proposed by the bidder to implement each of the consumer support services listed above, and
- 3) Describe the evaluation methodologies proposed by the bidder to be used during the term of the contract to measure the impact of the support services.

c. Requirement 3: Administrative Performance

Description - Administrative Performance:

The resultant contractor shall be required to perform specific administrative tasks to enhance consumer participation in the Section 8 and State-funded Housing and Rental Assistance Programs and ensure efficient and effective program administration. The resultant contractor shall be required to:

- 1) Maintain a wait list in accordance with pre-determined and published conditions,
- 2) Announce the opening of waiting lists, in papers of general circulation, minority community papers and newsletters, and radio and television Public Service Announcement slots when waiting lists fall below acceptable levels,
- 3) Prepare and update, as needed, a Rent Reasonableness survey that meets U.S. Department of HUD requirements, to compare and evaluate rents and ensure fair market value,
- 4) Determine tenant rental share,
- 5) Issue rent payments to landlords based on State and HUD established rules and rates,
- 6) Inspect housing units on an annual basis,
- 7) Execute contracts with landlords,
- 8) Maintain a Quality Control system that ensures timely re-certification of participants and the accurate determination of tenant and landlord payments,
- 9) Maintain an automated operating system capable of compiling and maintaining all landlord and tenant data necessary to support the efficient administration of the programs, including eligibility determination and re-certification,

- 10) Maintain an automated payment processing system,
- 11) Prepare and submit on a monthly basis management and fiscal reports in a manner and format determined by the Department, including, at a minimum those reports listed in Appendix VIII,
- 12) Provide automated data reports sufficient to meet the TANF reporting requirements for the state Rental Assistance Program and the Transitional Rental Assistance Program,
- 13) Prepare and submit on a monthly basis, electronic HUD-50058 forms to the Department of Housing and Urban Development's (HUD) PIH Information Center (PIC), and
- 14) Provide the Department, on a frequency and format determined by the Department, clear and concise reports from the Contractor's database for each of the six programs.

Bidder Tasks - Administrative Performance:

A responsive proposal shall:

- 1) Include a narrative plan describing the methods and processes to implement each of the Administrative Performance tasks listed above;
- 2) Describe evaluation methodologies the resultant contractor would use during the term of the contract to measure the Administrative Performance tasks;
- 3) Include a detailed description of support that will be provided to current FSS participants and a detailed proposal for the ongoing strategy to ensure the number of families targeted to participate in the program is maintained; and
- 4) Include an acceptance of the Administrative reporting requirements for the Section 8 Programs, Transitional Rental Assistance and the Rental Assistance Programs as identified in Appendix VIII.

d. Requirement 4: Participant Outcomes

Description - Participant Outcomes:

At a minimum, the resultant contractor shall be required to meet or exceed the following program outcomes for participants:

- 1) Families will have access to safe, stable, decent and affordable housing in all areas of the state,
- 2) Families will have access to services and support to improve their quality of life and achieve self-sufficiency, and
- 3) Families will be able to choose and secure housing in the neighborhoods and towns of their choice.

Bidder Tasks: Participant Outcomes

A responsive proposal shall:

- 1) Include a detailed description of methods and processes proposed by the bidder to be used to achieve each of the Participant Outcomes listed above;
- 2) Include the bidders proposed plan for the coordination of all activities and communication involving the client to achieve the Participant Outcomes listed above;
- 3) Include a description of the proposed evaluation methodologies to be used by the resultant contractor during the term of the contract to measure achievement toward the outcomes; and

Though not required, the bidder may propose additional participant outcomes.

e. Requirement 5: Program Measures and Program Reporting

Description – Program measures:

The resultant contractor shall be required to provide the Department with periodic program reporting consistent with HUD and DSS requirements. At a minimum, the Department will utilize the program measures listed below to determine the extent to which program standards and expected participant outcomes are fulfilled. The resultant contractor shall be required to report on the following program measures:

- 1) Percentage of families moving from “core” cities to suburbs or an equivalent measure of movement from areas of poverty concentration to de-concentration,
- 2) Time periods for issuance of the first rent check and on-going monthly checks,
- 3) Time periods for initial and annual lease renewal and housing inspections,
- 4) Percentage of housing units approved on initial and annual lease renewal inspection and percentage of those rejected on re-inspection,
- 5) Number of educational workshops for tenants and landlords,
- 6) Percentage of tenants and landlords attending at least one workshop,
- 7) Time periods for tenants to find apartments,
- 8) Number of new participating landlords,
- 10) Number of housing units at, below or above the Fair Market Rent rate,
- 11) Number of tenant-landlord complaints resolved through contractor intervention, and
- 12) Number of families voluntarily relinquishing their voucher or certificate and/or terminated for just cause.

Bidder Tasks: Program Measures

A responsive proposal shall include:

- 1) A concise narrative describing methods and processes proposed by the bidder to facilitate a complete program evaluation component; and
- 2) A proposed process to be used by the resultant contractor to inform DSS of any irregularities or problems with the operation of the Section 8 and Rental Assistance Programs.

C. Content Requirements- The Organization and Key Personnel:

A responsive proposal must describe the background and experience of the bidder's organization and subcontractors (if any) and include details regarding its size and resources, its experience relevant to the functions to be performed under this contract or recent contracts for similar services. All corporate identifiable aspects of the services described in this RFP must be addressed in the following order:

1. Corporate Project Unit

A responsive proposal shall include a functional organization chart of the bidder's organization detailing how the proposed project structure fits within the entire organizational structure. The bidder must describe how the proposed organizational structure will manage and operate the project as presented by the bidder. The bidder shall also indicate and describe the existence of any subcontractor relationship with the bidding organization for this project.

2. Qualifications and Corporate Experience

A responsive proposal shall, for the bidder and any and all proposed subcontractors:

- a. Describe the organization's overall qualifications to carry out a project of this nature and scope;
- b. Identify any other local, state and federal agency(s), in which it performs similar work;
- c. Describe the projects for the agencies identified in 2.b., including a description of the work performed, the time period of the project, the staff-months expended and the contract cost;
- d. Identify current and planned staffing resources to successfully meet the RFP response requirements in light of any other obligations for any other entity;
- e. Identify the percentage of time for each of its key personnel dedicated to this project; and
- f. Describe any other state or federal program operated by the organization or any of its subcontractors and any key staff of the applicant and subcontractors during the past five years that was terminated or not renewed for failure to perform or properly administer the program. Include a brief description of the program, the nature of the problem, the role that the key staff played and the outcome.

3. Bidder References

A responsive bidder shall:

- a. Complete **Section One: Project Profile**.
 - i. Complete all required information.
 - ii. Ensure that the Project Name, Start and End Dates, and the Description of the Scope of Work Performed match exactly to what is provided in response to the RFP
 - iii. Do not use a subsidiary or entity of your company as a customer reference.
- b. Prepare and provide the Customer with an envelope to be used for enclosing and returning the completed Customer Reference Survey Form as shown below:

FRONT OF ENVELOPE:

Section 8 Housing

<BIDDER NAME>

<CUSTOMER REFERENCE
NAME>

- c. Forward to the customer the entire Customer Reference Survey Form (Sections One, Two and Three), APPENDIX XIII, and the envelope for enclosing and returning the completed Customer Reference Survey Form. It is strongly suggested that you forward this checklist to the customer reference for information purposes.
- d. Contact your customer and thoroughly brief them about the process and all requirements as follows:
 - i. Customer References should be knowledgeable of the project and the work performed by the bidder.
 - ii. Customer References must **INDEPENDENTLY** complete Section Two: Performance Rating, and Section Three: Customer Verification, of the Customer Reference Survey Form. Customer References must complete **ALL** questions in Section Two of the Customer Reference Survey Form by circling the appropriate answer. Failure to answer a question or responding with an “n/a” will result in the receiving a zero score for that question.
 - iii. Customer References must sign the completed Customer Reference Survey Form with an **ORIGINAL** signature in Section Three: Customer Verification.
 - iv. **Customer References must enclose all three sections of the Customer Reference Survey Form**, seal the form in the provided envelope and sign **ACROSS** the seal with an **ORIGINAL** signature as shown below.
 - v. Signatures on the Customer Reference Survey Form and envelope seal **MUST** match as indicated below.

BACK OF ENVELOPE:

Person who completed the survey

<Signature here>

(Sign across the seal of envelope
ORIGINAL SIGNATURE)

- e. A follow-up contact with the customer reference is **HIGHLY RECOMMENDED**. This is to ensure that the customer has completed and returned the Customer Reference Survey Form.
- f. Verify the Customer Reference Survey envelope is sealed and has been signed across the seal with an **ORIGINAL** signature.
- g. Attach the three (3) completed Customer Reference Survey Forms behind the tab for this section. The Customer Reference Survey Forms **MUST** be attached to the proposal by enclosing them in either a zippered envelope or reseal-able plastic separator pouch.

The Department reserves the right to pursue any references that may assist in completing the Proposal Evaluation process. Submission of the Proposal establishes the bidder's authorization of the Department to make any contacts it deems necessary to confirm the bidder's experience and performance, verify the accuracy of submitted materials, and to ascertain the quality of past performance.

4. Previous Experience and Understanding of the Statewide Section 8 and Rental Assistance programs

A responsive proposal shall:

- a. Include a description of the bidder's previous experience in administering similar programs including methods and processes for providing Section 8 and Rental Assistance services;
- b. Include a description of the bidder's presence in each region, such as satellite offices or regional subcontractors. A responsive proposal must demonstrate a bidders' ability to administer the Section 8 Voucher Programs, Rental Assistance Program and Transitional Rental Assistance Program on a statewide basis;
- c. Describe how program participants located in major cities will access regional or satellite offices;
- d. Include a description of the bidder organization's knowledge of the particular housing needs of all three DSS regions of the state. Proposals must display an understanding of the unique housing situation of each region;

- e. Fully describe the data management system proposed by the bidder to be used during the administration of this program;
- f. Describe the hardware and software systems proposed by the bidder to be utilized for program administration; and
- g. Describe the organization's ability to administer the Section 8 Program according to the Department's Section 8 Administrative Plan and the Rental Assistance Program and the Transitional Rental Assistance Programs according to RAP and T-RAP regulations and the RAP Administrative Plan.

5. Customer Service, Training, and Education

A responsive proposal shall:

- a. Include a description of the bidder's proposed Training, and Education activities with consumers and landlords; and
- b. Include a description of the bidder's proposed plan to establish positive working relationships with landlords, tenants and other allied support agencies and address multi-cultural issues.

6. Key Personnel and Staff Resources

- a. **Staffing - Personnel and Tasks:** A responsive proposal shall identify the individuals proposed by the bidder to be assigned to implement the Section 8 and Rental Assistance programs, a description of the relationship between the identified personnel, for whom resumes have been submitted, and the specific tasks and assignments proposed to accomplish the scope of work. The organizational table should present the percentage of time dedicated to Section 8, Rental Assistance and any other project or program. The description shall also include a client/staff ratio that ensures effective provision of services and timely compliance with the reporting requirements of each program.
- b. **Project Manager:** A responsive proposal shall identify a project manager who will be responsible for the implementation and management of the project, day to day oversight of the project and who will be available to attend all project meetings at the request of DSS. The project manager will respond to DSS requests for status updates, ad hoc and interim reports

A responsive proposal shall provide a proposed personnel job description and resume for the Project Manager indicating contract-related experience. Each project referenced in a resume should include both the customer, and a brief description of the responsibility of the individual to the project. The resume of the project manager shall include:

- Experience with bidder (or subcontractor);
- Relevant education, experience, and training; and
- Names, positions, titles, and telephone numbers of persons who can provide information on the individual's experience and competence.

c. Key Personnel Job Descriptions and Resumes

A responsive proposal shall include proposed personnel job descriptions and resumes for key personnel in addition to the project manager. Resumes of key personnel are limited to two (2) pages per resume. The resumes of personnel proposed will include:

- Experience with bidder (or subcontractor);
- Relevant education, experience, and training; and
- Names, positions, titles and telephone numbers of persons who can give information on the individual's experience and competence. The references should include a brief description of the responsibility of the key person to the named reference.

The resultant contractor shall be required to receive the written approval of the Department for changes in key personnel prior to such changes being made. The resultant contractor shall submit to the Department for its approval, the name and credentials of any persons who are proposed to replace existing or previously proposed project management staff, or other key personnel identified by the state. These changes must not negatively impact the Department or adversely affect the ability of the Contractor to meet any requirement or deliverable set forth in this RFP and/or the resultant contract.

7. Set-Aside for Small, Minority or Women's Business Enterprises

A responsive proposal shall describe the bidder's commitment to utilizing a **certified** small business. Bidders should identify the certified small business and the services the business will supply. The bidder shall propose a reporting methodology of not less than quarterly.

Prospective bidders may obtain a list of firms certified to participate in the Supplier Diversity program by contacting the Office of Supplier Diversity, Department of Administrative Services, 165 Capitol Avenue, Hartford, Connecticut, 06106 by telephone at (860) 713-5236 or by accessing the web site www.das.state.ct.us/purchase/setaside/osd_introduction.asp

D. Content Requirements -- Separate Business (Cost) Section

1. Audited Financial Statements:

Audited financial statements or equivalent information for the applicable legal entity (Contractor) must be provided for each of the last two (2) appropriate fiscal years.

2. Business Narrative:

The proposal must include a narrative that explains and details the project's costs. The narrative should include the total number of hours the bidder expects to spend on the project by category of the staff. In addition, the business narrative must explain any anticipated costs to the Department that would result from selecting the bidder's proposal and changing from the current provider of service including any startup inefficiencies. The business narrative must also propose a plan and methodology to avoid any contractor breach of contract.

3. Business Cost

a. Program Cost: Section 8 and Rental Assistance:

The cost proposal must contain a proposed cost by each of the four major programs including a projected number of recipients of service. The cost proposal must present a complete budget for all expenses. The four programs are:

- Section 8 Housing Choice Voucher Program, including costs for the Family Self Sufficiency and Project-based Housing Choice Voucher Programs
- Section 8 Moderate Rehabilitation Program
- Rental Assistance Program
- Transitional Rental Assistance Program

b. An all-inclusive fixed-price cost

The bidder shall submit an all-inclusive annual cost with an accompanying budget for a five-year contract term, although the actual contract term will be subject to negotiation.

V. Proposal Evaluation

A. Evaluation of Proposals

DSS will conduct a comprehensive, fair and impartial evaluation of proposals received in response to this competitive procurement effort.

1. **Evaluation Organization:** An Evaluation Team has been established to assist DSS in selection of a Contractor. DSS reserves the right to alter the composition of this Team. The Evaluation Team will be responsible for the review and scoring of all proposals. This group will be responsible for the recommendation to the Commissioner of the Department. The Commissioner will notify the selected bidder(s) that the organization(s) has been awarded the right to negotiate a contract with DSS for this project.
2. **Evaluation Steps:** The evaluation will be conducted in five steps:
 - a. Step 1 - Evaluation of Minimum Requirements required in the RFP
 - b. Step 2 - Evaluation of Work Plan and Project Management required in the RFP
 - c. Step 3 – Evaluation of Organization and Key Personnel required in the RFP
 - d. Step 4 - Evaluation of Business Proposal required in the RFP
 - e. Step 5 – Proposal Ranking

B. Step 1 - Evaluation of Minimum Requirements

The purpose of this step is to determine whether each proposal is sufficiently responsive to the minimum RFP requirements to permit a complete evaluation of the Technical and Business Proposal. Proposals must comply with the instructions to bidders contained throughout. Failure to comply with the instructions may deem the proposal non-responsive and subject to rejection without further consideration. The Department reserves the right to waive minor irregularities.

The minimum requirements for proposal consideration include:

1. **Deadline - Closing Date:** The proposal must have been received, before the closing of acceptance of proposals.
2. **Delivery Condition - Copies Necessary:** Applications must be submitted in a loose leaf or spiral bound notebook with the official name of the organization appearing on the outside front cover of each binder and on each page of the application. A tab sheet keyed to a table of contents must separate each section of the application.

One (1) original hard-copy and six (6) exact electronic copies (CD-Rom or disk in Microsoft Word©) of the application must be submitted in a separate, sealed envelope and properly marked “**Section 8 and Rental Assistance Program RFP**” and received by the response date and time specified on the front cover of this RFA.

Note: Six (6) exact hard copies of any required documents that cannot be converted to electronic format must be submitted.

2. **Transmittal Letter:** The proposal contains a transmittal letter of no more than two (2) pages.
3. **Mandatory Conditions:** The bidder must accept the RFP Mandatory Terms and Conditions of the POS contract (Appendix I), Procurement and Contractual Agreements, Appendix II.
4. **Required Forms:** The bidder must provide the necessary signed forms.

C. Step 2 - Evaluation of the Work Plan and Project Management

Only those proposals passing the minimum requirements will be considered in Step 2 – The Evaluation of the Work Plan and Project Management. The State reserves the right to reject any and all proposals.

The quality of the work plan and project management will be evaluated including the organization, completeness and logic of the proposed plan. The evaluation will consider how innovative and creative the bidder is in responding to the functional and technical requirements outlined in this document.

D. Step 3 - Evaluation of the Organization and Key Personnel

The Department will evaluate the experience of key members of the team, corporate and individual resources, corporate qualifications and affirmative action achievement (as demonstrated on the Workforce Analysis Form) of the bidder and any Subcontractors. The Department will determine to what extent the organization and its key personnel have the ability to work effectively with DSS to develop and implement a successful system. The Department will also assess the capability of the organization to take on the additional workload that would be generated by this contract and the bidder's financial ability to undertake the contract. References will be checked.

E. Step 4 - Evaluation of the Business Proposal

The Business Proposal will only be evaluated for bidders who have met the minimum requirements of Step 1, 2 and 3 and achieved a minimum of 75% of the available points in Steps 2 and 3. The Business Proposal will be worth 20% of the available points for the entire proposal submission (Technical and Business proposals combined).

The Business Proposal will be scored for cost and cost reasonableness. Cost reasonableness will be determined by examining the business narrative and the relationship between costs, personnel and the work plan outlined in the proposal.

The cost comparison will be determined by comparing a weighted cost factor. The weighted cost factor for each proposal will be determined by multiplying the value of each program times the total cost proposed for each program producing a weighted cost. The weighted costs for all the programs will be summed producing a total weighted cost. The weighted costs from all bidders will be compared by awarding the total points available to the lowest weighted total cost. This lowest total weighted cost will in turn be divided by the total weighted costs of each of the remaining proposals, which will produce a fraction for each of the remaining proposals. The fraction will be multiplied by the total available points and the product will be the number of the points available for each of the proposals.

Chart One illustrates the weighted cost formula.

Chart One

		%	x	\$ = WC
Task	Description	Value	Cost	Weighted Cost
1	Section 8 Housing Program	60%		
2	Rental Assistance Program	30%		
3	Transitional Rental Assistance Program	7%		
4	Section 8 Moderate Rehabilitation Program	3%		
	Total	100%		Sum of Above

Any Business Proposal that is incomplete or in which there are significant inconsistencies or inaccuracies may cause the entire proposal to be rejected by the State. The State reserves the right to reject all proposals.

While cost is a factor in determining the bidder with the right to negotiate a contract with the Department, price alone shall not determine the winning bidder.

F. Step 5 - Ranking of the Proposals

Upon completion of Steps 1-4, it is possible that persons participating on the Evaluation Committee will interview the finalists.

After the Evaluation Committee has scored the proposals, the points awarded will be totaled to determine the ranking. Recommendations, along with pertinent supporting materials, will then be conveyed to the Commissioner of DSS for review and approval.

APPENDIX I

SAMPLE PURCHASE OF SERVICE CONTRACT

- I. Scope of Services, Contract Performance, Budget, Reports and Other Program- and Department-Specific Provisions**
- II. Mandatory Terms and Conditions**
 - A. Client-Related Safeguards**
 - 1. Inspection of Work Performed
 - 2. Safeguarding Client Information
 - 3. Reporting of Client Abuse or Neglect
 - B. Contractor Obligations**
 - 1. Credits and Rights in Data
 - 2. Organizational Information (NEW), Conflict of Interest, IRS Form 990
 - 3. Prohibited Interest
 - 4. Offer of Gratuities (NEW)
 - 5. Related Party Transactions (NEW)
 - 6. Insurance
 - 7. Reports (NEW)
 - 8. Delinquent Reports
 - 9. Record Keeping and Access
 - 10. Workforce Analysis
 - 11. Audit Requirements
 - 12. Litigation
 - 13. Lobbying
 - C. Statutory and Regulatory Compliance**
 - 1. Compliance with Law and Policy (NEW)
 - 2. Federal Funds (NEW)
 - 3. Facility Standards and Licensing Compliance
 - 4. Suspension or Debarment (NEW)
 - 5. Non-discrimination Regarding Sexual Orientation
 - 6. Executive Orders Nos. 3, 17, 16 & 7C
 - 7. Non-discrimination and Affirmative Action
 - 8. Americans With Disabilities Act of 1990
 - 9. Utilization of Minority Business Enterprises
 - 10. Priority Hiring
 - 11. Non-smoking
 - 12. Government Function; Freedom of Information (NEW)
 - 13. HIPAA Requirements (NEWLY revised effective 4/20/05)
 - D. Miscellaneous Provisions**
 - 1. Liaison
 - 2. Choice of Law and Choice of Forum
 - 3. Subcontracts
 - 4. Mergers and Acquisitions (NEW)
 - 5. Equipment (NEW)
 - 6. Independent Capacity of Contractor (NEW)
 - 7. Settlement of Disputes and Claims Commission (NEW)
 - E. Revisions, Reductions, Default and Cancellation**
 - 1. Contract Revisions and Amendments
 - 2. Contract Reduction
 - 3. Default by Contractor
 - 4. Non-enforcement Not to Constitute Waiver
 - 5. Cancellation and Recoupment
 - 6. Transition after Termination or Expiration of Contract
 - 7. Program Cancellation

II. MANDATORY TERMS AND CONDITIONS:

The Contractor agrees to comply with the following mandatory terms and conditions.

A. Client-Related Safeguards

1. **Inspection of Work Performed:** The Department or its authorized representative shall at all times have the right to enter into the Contractor's premises, or such other places where duties under the contract are being performed, to inspect, to monitor or to evaluate the work being performed. The Contractor and all subcontractors must provide all reasonable facilities and assistance for Department representatives. All inspections and evaluations shall be performed in such a manner as will not unduly delay work. The Contractor shall disclose information on clients, applicants and their families as requested unless otherwise prohibited by federal or state law. Written evaluations pursuant to this section shall be made available to the Contractor.
2. **Safeguarding Client Information:** The Department and the Contractor agree to safeguard the use, publication and disclosure of information on all applicants for and all clients who receive service under this contract with all applicable federal and state law concerning confidentiality.
3. **Reporting of Client Abuse or Neglect:** The Contractor shall comply with all reporting requirements relative to client abuse and neglect, including but not limited to requirements as specified in C.G.S. 17a-101 through 103, 19a-216, 46b-120 related to children; C.G.S. 46a-11b relative to persons with mental retardation and C.G.S. 17b-407 relative to elderly persons.

B. Contractor Obligations

1. **Credits and Rights in Data:**
 - a. Unless expressly waived in writing by the Department, all documents, reports and other publications for public distribution during or resulting from the performances of this contract shall include a statement acknowledging the financial support of the state and the Department and, where applicable, the federal government. All such publications shall be released in conformance with applicable federal and state law and all regulations regarding confidentiality. Any liability arising from such a release by the Contractor shall be the sole responsibility of the Contractor and the Contractor shall indemnify the Department, unless the Department or its agents co-authored said publication and said release is done with the prior written approval of the commissioner of the Department. Any publication shall contain the following statement: "This publication does not express the views of the Department or the State of Connecticut. The views and opinions expressed are those of the authors." The Contractor or any of its agents shall not copyright data and information obtained under the terms and conditions of this contract, unless expressly authorized in writing by the Department. The Department shall have the right to publish, duplicate, use and disclose all such data in any manner and may authorize others to do so. The Department may copyright any data without prior notice to the Contractor. The Contractor does not assume any responsibility for the use, publication or disclosure solely by the Department of such data.

- b. "Data" shall mean all results, technical information and materials developed and/or obtained in the performance of the services hereunder, including but not limited to all reports, surveys, plans, charts, recordings (video and/or sound), pictures, curricula, public awareness or prevention campaign materials, drawings, analyses, graphic representations, computer programs and printouts, notes and memoranda and documents, whether finished or unfinished, which result from or are prepared in connection with the services performed hereunder.
- 2. **Organizational Information (NEW), Conflict of Interest, IRS Form 990:** Annually during the term of the Contract, the Contractor shall submit to the Department the following:
 - a. a copy of its most recent IRS Form 990 submitted to the federal Internal Revenue Service and
 - b. its most recent Annual Report as filed with the Office of the Secretary of the State or such other information that the Department deems appropriate with respect to the organization and affiliation of the Contractor and related entities.
- 3. **Prohibited Interest:** The Contractor warrants that no state appropriated funds have been paid or will be paid by or on behalf of the Contractor to contract with or retain any company or person, other than bona fide employees working solely for the Contractor, to influence or attempt to influence an officer or employee of any state agency in connection with the awarding, extension, continuation, renewal, amendment, or modification of this agreement, or to pay or agree to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.
- 4. **Offer of Gratuities (NEW):** By its agreement to the terms of this contract, the Contractor certifies that no elected or appointed official or employee of the State of Connecticut has or will benefit financially or materially from this contract. The Department may terminate this contract if it is determined that gratuities of any kind were either offered or received by any of the aforementioned officials or employees from the Contractor or its agents or employees.
- 5. **Related Party Transactions (NEW):** The Contractor shall report all related party transactions, as defined in this Section, to the Department on an annual basis in the appropriate fiscal report as specified in Part II of this contract. "Related party" means a person or organization related through marriage, ability to control, ownership, family or business association. Past exercise of influence or control need not be shown, only the potential or ability to exercise influence or control, directly or indirectly. "Related party transactions" between a Contractor, its employees, Board members or members of the Contractor's governing body and a related party include, but are not limited to, (a) real estate sales or leases; (b) leases for equipment, vehicles or household furnishings; (c) mortgages, loans and working capital loans and (d) contracts for management, consultant and professional services as well as for materials, supplies and other services purchased by the Contractor.
- 6. **Insurance:** The Contractor will carry insurance, (liability, fidelity bonding or surety bonding and/or other), as specified in this agreement, during the term of this contract according to the nature of the work to be performed to "save harmless" the State of

Connecticut from any claims, suits or demands that may be asserted against it by reason of any act or omission of the Contractor, subcontractor or employees in providing services hereunder, including but not limited to any claims or demands for malpractice. Certificates of such insurance shall be filed with the Department before the performance of services.

7. **Reports (NEW):** The Contractor shall provide the Department with such statistical, financial and programmatic information necessary to monitor and evaluate compliance with the contract. All requests for such information shall comply with all applicable state and federal confidentiality laws. The Contractor agrees to provide the Department with such reports as the Department requests.
8. **Delinquent Reports:** The Contractor will submit required reports by the designated due dates as identified in this agreement. After notice to the Contractor and an opportunity for a meeting with a Department representative, the Department reserves the right to withhold payments for services performed under this contract if the Department has not received acceptable progress reports, expenditure reports, refunds and/or audits as required by this agreement or previous agreements for similar or equivalent services the Contractor has entered into with the Department.
9. **Record Keeping and Access:** The Contractor shall maintain books, records, documents, program and individual service records and other evidence of its accounting and billing procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature incurred in the performance of this contract. These records shall be subject at all reasonable times to monitoring, inspection, review or audit by authorized employees or agents of the state or, where applicable, federal agencies. The Contractor shall retain all such records concerning this contract for a period of three (3) years after the completion and submission to the state of the Contractor's annual financial audit.
10. **Workforce Analysis:** The Contractor shall provide a workforce analysis affirmative action report related to employment practices and procedures.
11. **Audit Requirements:** The Contractor shall provide for an annual financial audit acceptable to the Department for any expenditure of state-awarded funds made by the Contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The Contractor will comply with federal and state single audit standards as applicable.
12. **Litigation:** The Contractor shall provide written notice to the Department of any litigation that relates to the services directly or indirectly financed under this contract or that has the potential to impair the ability of the Contractor to fulfill the terms and conditions of this contract, including but not limited to financial, legal or any other situation which may prevent the Contractor from meeting its obligations under the contract.

The Contractor shall provide written notice to the Department of any final decision by any tribunal or state or federal agency or court which is adverse to the Contractor or which results in a settlement, compromise or claim or agreement of any kind for any action or proceeding brought against the Contractor or its employee or agent under the Americans with Disabilities Act of 1990, executive orders Nos. 3 & 17 of Governor

Thomas J. Meskill and any other provisions of federal or state law concerning equal employment opportunities or nondiscriminatory practices.

13. **Lobbying:** The Contractor agrees to abide by state and federal lobbying laws and further specifically agrees not to include in any claim for reimbursement any expenditures associated with activities to influence, directly or indirectly, legislation pending before Congress, or the Connecticut General Assembly or any administrative or regulatory body unless otherwise required by this contract.

C. Statutory and Regulatory Compliance

1. **Compliance with Law and Policy (NEW):** Contractor shall comply with all pertinent provisions of local, state and federal laws and regulations as well as Departmental policies and procedures applicable to Contractor's programs as specified in this contract. The Department shall notify the Contractor of any applicable new or revised laws, regulations, policies or procedures that the Department has responsibility to promulgate or enforce.
2. **Federal Funds (NEW):** The Contractor shall comply with requirements relating to the receipt or use of federal funds. The Department shall specify all such requirements in Part I of this contract.
3. **Facility Standards and Licensing Compliance:** The Contractor will comply with all applicable local, state and federal licensing, zoning, building, health, fire and safety regulations or ordinances, as well as standards and criteria of pertinent state and federal authorities. Unless otherwise provided by law, the Contractor is not relieved of compliance while formally contesting the authority to require such standards, regulations, statutes, ordinance or criteria.
4. **Suspension or Debarment (NEW):**
 - a. Signature on contract certifies the Contractor or any person (including subcontractors) involved in the administration of Federal or State funds:
 - (1) is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any governmental Department or agency (Federal, State or local);
 - (2) within a three year period preceding this Contract, has not been convicted or had a civil judgment rendered against him/her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - (3) is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the above offenses;

- (4) has not within a three year period preceding this agreement had one or more public transactions terminated for cause or fault.
 - b. Any change in the above status shall be reported to the Department immediately.
5. **Non-discrimination Regarding Sexual Orientation:** Unless otherwise provided by Conn. Gen. Stat. §46a-81p, the Contractor agrees to the following provisions required pursuant to §4a-60a of the Conn. Gen. Stat.:
- a. The Contractor agrees:
 - (1) and warrants that in the performance of the contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut and that employees are treated when employed without regard to their sexual orientation;
 - (2) to provide each labor union or representatives of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding a notice to be provided by the commission on human rights and opportunities advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment;
 - (3) to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to §46a-56 of the Conn. Gen. Stat.;
 - (4) to provide the commission on human rights and opportunities with such information requested by the commission and permit access to pertinent books, records and accounts concerning the employment practices and procedures of the Contractor which relate to provisions of this section and §46a-56 of the Conn. Gen. Stat.
 - b. The Contractor shall include the provisions of Subsection a of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with §46a-56 of the Conn. Gen. Stat. provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

6. **Executive Orders Nos. 3, 17, 16 & 7C:**

- a. This Contract is subject to the provisions of **Executive Order No. 3 of Governor Thomas J. Meskill promulgated June 16, 1971**, and, as such, this Contract may be cancelled, terminated or suspended by the state labor commissioner for violation of or noncompliance with said Executive Order No. Three, or any state or federal law concerning nondiscrimination, notwithstanding that the labor commissioner is not a party to this contract. The Parties to this Contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The Parties agree to abide by said Executive Order and agree that the state labor commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion. The CONTRACTOR agrees, as part consideration hereof, that this Contract is subject to the Guidelines and Rules issued by the state labor commissioner to implement Executive Order No. Three, and that it will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the state labor commissioner.
- b. This Contract is subject to the provisions of **Executive Order No. 17 of Governor Thomas J. Meskill promulgated February 15, 1973**, and, as such, this Contract may be cancelled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this Contract. The Parties to this Contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The Parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.
- c. This Contract is subject to the provisions of **Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999**, and, as such, the Contract may be canceled, terminated or suspended²³ by the state for violation of or noncompliance with said Executive Order No. Sixteen. The Parties to this Contract, as part of the consideration hereof, agree that
 - (a) The CONTRACTOR shall prohibit employees from bringing into the state work site, except as may be required as a condition of employment, any weapon or dangerous instrument as defined in (b):
 - (b) Weapon means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocketknife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon.

Dangerous instrument means any instrument, article, or substance that, under the circumstances, is capable of causing death or serious physical injury.

 - (c) The CONTRACTOR shall prohibit employees from attempting to use, or threaten to use, any such weapon or dangerous instrument in the state work site and employees shall be prohibited from causing, or threatening to cause, physical injury or death to any individual in the state work site.

(d) The CONTRACTOR shall adopt the above prohibitions as work rules, violations of which shall subject the employee to disciplinary action up to and including discharge. The CONTRACTOR shall insure and require that all employees are aware of such work rules.

(e) The CONTRACTOR agrees that any subcontract it enters into in furtherance of the work to be performed hereunder shall contain provisions (a) through (d) of this Section.

d. This Contract is subject to **Executive Order No. 7C of Governor M. Jodi Rell, promulgated on July 13, 2006**. The Parties to this Contract, as part of the consideration hereof, agree that:

(a.) The State Contracting Standards Board ("the Board") may review this contract and recommend to the state contracting agency termination of the contract for cause. The state contracting agency shall consider the recommendations and act as required or permitted in accordance with the contract and applicable law. The Board shall provide the results of its review, together with its recommendations, to the state contracting agency and any other affected party in accordance with the notice provisions in the contract no later than fifteen (15) days after the Board finalizes its recommendation. For the purposes of this Section, "for cause" means:

(1.) a violation of the State Ethics Code (Conn. Gen. Stat. Chapter 10) or Section 4A-100 of the Conn. Gen. Statutes or

(2.) wanton or reckless disregard of any state contracting and procurement process by any person substantially involved in such contract or state contracting agency.

(b.) For the purposes of this Section, "contract" shall not include real property transactions involving less than a fee simple interest or financial assistance comprised of state or federal funds, the form of which may include but is not limited to grants, loans, loan guarantees, and participation interests in loans, equity investments and tax credit programs. Notwithstanding the foregoing, the Board shall not have any authority to recommend the termination of a contract for the sale or purchase of a fee simple interest in real property following transfer of title.

(c.) Notwithstanding the contract value listed in sections 4-250 and 4-252 of the Connecticut General Statutes and section 8 of Executive Order Number 1, all State Contracts between state agencies and private entities with a value of \$50,000 or more in a calendar or fiscal year shall comply with the gift and campaign contribution certification requirements of section 4-252 of the Connecticut General Statutes and section 8 of Executive Order Number 1. For purposes of this section, the term "certification" shall include the campaign contribution and annual gift affidavits required by section 8 of Executive Order Number 1.

7. **Nondiscrimination and Affirmative Action Provisions in Contracts of the State and Political Subdivisions Other Than Municipalities:**

The Contractor agrees to comply with provisions of § 4a-60 of the Connecticut General Statutes.

- a. Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions: (1) The Contractor agrees and warrants that in the performance of the contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this section and Conn. Gen. Stat. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to Conn. Gen. Stat. §§ 46a-56, 46a-68e and 46a-68f; (5) the Contractor agrees to provide the commission of human rights and opportunities with such information requested by the commission and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this section and Conn. Gen. Stat. § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.
- b. For the purposes of this section, "minority business enterprise" means any small Contractor or supplier of materials fifty-one per cent or more of capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in Subsection (a) of Conn. Gen. Stat. § 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.
- c. Determinations of the Contractor's good faith efforts shall include but shall not be limited to the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative action advertising;

recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

- d. The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.
 - e. Contractor shall include the provisions of Subsection a of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provision shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the Contractor may request the state of Connecticut to enter into such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.
8. **Americans with Disabilities Act of 1990:** This clause applies to those Contractors which are or will come to be responsible for compliance with the terms of the Americans with Disabilities Act of 1990 (42 USCS §§12101-12189 and §§12201-12213) (Supp. 1993); 47 USCS §§225, 611 (Supp. 1993). During the term of the contract, the Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the law. The Contractor warrants that it will hold the state harmless from any liability which may be imposed upon the state as a result of any failure of the Contractor to be in compliance with this Act. As applicable, the Contractor agrees to abide by provisions of Sec. 504 of the federal Rehabilitation Act of 1973, as amended, 29 U.S.C. §794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.
9. **Utilization of Minority Business Enterprises:** It is the policy of the state that minority business enterprises should have the maximum opportunity to participate in the performance of government contracts. The Contractor agrees to use best efforts consistent with 45 C.F.R. 74.160 et seq. (1992) and paragraph 9 of Appendix G thereto for the administration of programs or activities using HHS funds; and §§13a-95a, 4a-60, to 4a-62, 4b-95(b) and 32-9e of the Conn. Gen. Stat. to carry out this policy in the award of any subcontracts.
10. **Priority Hiring:** Subject to the Contractor's exclusive right to determine the qualifications for all employment positions, the Contractor shall use its best efforts to ensure that it gives priority to hiring welfare recipients who are subject to time limited welfare and must find employment. The Contractor and the Department will work cooperatively to determine the number and types of positions to which this paragraph shall apply. The Department of Social Services regional office staff or staff of Department of Social Service Contractors will undertake to counsel and screen an adequate number of appropriate candidates for positions targeted by the Contractor as suitable for individuals in the time limited welfare program. The success of the Contractor's efforts will be considered when awarding and evaluating contracts.
11. **Non-smoking:** If the Contractor is an employer subject to the provisions of §31-40q of the Conn. Gen. Stat., the Contractor agrees to provide upon request the Department with

a copy of its written rules concerning smoking. Evidence of compliance with the provisions of §31-40q of the Conn. Gen. Stat. must be received before contract approval by the Department.

12. **Government Function; Freedom of Information (NEW):** If the amount of this contract exceeds two million five hundred thousand dollars (\$2,500,000) and the contract is for the performance of a governmental function, as that term is defined in Conn. Gen. Stat. Sec. 1-200(11), as amended by Pubic Act 01-169, the Department is entitled to receive a copy of the records and files related to the Contractor's performance of the governmental function and may be disclosed by the Department pursuant to the Freedom of Information Act.

13. **HIPAA Requirements (NEWLY Revised, effective 4/20/05):**

NOTE: Numbering in this Section may not be consistent with the remainder of this contract as much of it is presented verbatim from the federal source.

- a. If the Contactor is a Business Associate under HIPAA, the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.
- b. The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for and all clients who receive, services under the contract in accordance "with all applicable federal and state law regarding confidentiality, which includes but is not limited to the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C and E; *and*
- c. The State of Connecticut Department named on page 1 of this Contract (hereinafter "Department") is a "covered entity" as that term is defined in 45 C.F.R. §160.103; *and*
- d. The Contractor, on behalf of the Department, performs functions that involve the use or disclosure of "individually identifiable health information," as that term is defined in 45 C.F.R. §160.103 ; *and*
- e. The Contractor is a "business associate" of the Department, as that term is defined in 45 C.F.R. §160.103; *and*
- f. The Contractor and the Department agree to the following in order to secure compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C and E:

I. Definitions

- A. Business Associate. "Business Associate" shall mean the Contractor.
- B. Covered Entity. "Covered Entity" shall mean the Department of the State of Connecticut named on page 1 of this Contract.

- C. Designated Record Set. “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 C.F.R. §164.501.
- D. Individual. “Individual” shall have the same meaning as the term “individual” in 45 C.F.R. §160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. §164.502(g).
- E. Privacy Rule. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and parts 164, subparts A and E.
- F. Protected Health Information. “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 C.F.R. §160.103, limited to information created or received by the Business Associate from or on behalf of the Covered Entity.
- G. Required by Law. “Required by Law” shall have the same meaning as the term “required by law” in 45 C.F.R. §164.103.
- H. Secretary. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his designee.
- I. More Stringent. “More stringent” shall have the same meaning as the term “more stringent” in 45 C.F.R. §160.202.
- J. Section of Contract. “(T)his Section of the Contract” refers to the HIPAA Provisions stated herein, in their entirety.
- K. Security Incident. “Security Incident” shall have the same meaning as the term “security incident” in 45 C.F.R. §164.304.
- L. Security Rule. “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 160 and Parts 164, subpart A and C.

II. Obligations and Activities of Business Associates

- A. Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law
- B. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Section of the Contract.
- B1. (NEW) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic protected health information that it creates, receives, maintains or transmits on behalf of the Covered Entity.
- C. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
- D. Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.

- E. Business Associate agrees to insure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate, on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Section of the Contract to Business Associate with respect to such information.
- F. Business Associate agrees to provide access, at the request of the Covered Entity and in the time and manner agreed to by the parties, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. §164.524.
- G. Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. §164.526 at the request of the Covered Entity and in the time and manner agreed to by the parties.
- H. Business Associate agrees to make internal practices, books and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- I. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528.
- J. Business Associate agrees to provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with paragraph I of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528.
- K. Business Associate agrees to comply with any state law that is more stringent than the Privacy Rule.

III. Permitted Uses and Disclosure by Business Associate

- A. General Use and Disclosure Provisions: Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
- B. Specific Use and Disclosure Provisions:
 - 1. Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
 - 2. Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person and the person notifies Business

Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

3. Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. §164.504(e)(2)(i)(B).

IV. Obligations of Covered Entity

- A. Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- B. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- C. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

V. Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation and management and administrative activities of Business Associate, as permitted under this Section of the Contract.

VI. Term and Termination

- A. **Term.** The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- B. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 1. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
 2. Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or
 3. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

C. Effect of Termination.

1. Except as provided in paragraph (ii) of this Subsection c, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
2. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

VII. Miscellaneous HIPAA Provisions

- A. Regulatory References. A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
- B. Amendment. The Parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- C. Survival. The respective rights and obligations of Business Associate under Section 6, Subsection c of this Section of the Contract shall survive the termination of this Contract.
- D. Effect on Contract. Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the contract shall remain in force and effect.
- E. Construction. This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies and is consistent with, the Privacy Standard.
- F. Disclaimer. Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, Contractors or agents, or any third party to whom Business Associate has disclosed PHI pursuant to paragraph II D of this Section of the Contract. Business Associate is solely responsible for all decisions made and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.
- G. Indemnification. The Business Associate shall indemnify and hold the Covered Entity harmless from and against all claims, liabilities, judgments, fines, assessments, penalties, awards,

or other expenses, of any kind or nature whatsoever, including, without limitation, attorney's fees, expert witness fees and costs of investigation, litigation or dispute resolution, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this Section of the Contract.

D. Miscellaneous Provisions

1. **Liaison:** Each party shall designate a liaison to facilitate a cooperative working relationship between the Contractor and the Department in the performance and administration of this contract.
2. **Choice of Law and Choice of Forum:** The Contractor agrees to be bound by the law of the State of Connecticut and the federal government where applicable and agrees that this contract shall be construed and interpreted in accordance with Connecticut law and federal law where applicable.
3. **Subcontracts:** For purposes of this clause subcontractors shall be defined as providers of direct human services. Vendors of support services, not otherwise known as human service providers or educators, shall not be considered subcontractors, e.g. lawn care, unless such activity is considered part of a training, vocational or educational program. The subcontractor's identity, services to be rendered and costs shall be detailed in PART I of this contract. Notwithstanding the execution of this contract before a specific subcontractor being identified or specific costs being set, no subcontractor may be used or expense under this contract incurred before identification of the subcontractor or inclusion of a detailed budget statement as to subcontractor expense, unless expressly provided in PART I of this contract. Identification of a subcontractor or budget costs for such subcontractor shall be deemed a technical amendment if consistent with the description of each contained in PART I of this contract. No subcontractor shall acquire any direct right of payment from the Department by virtue of the provisions of this paragraph or any other paragraph of this contract. The use of subcontractors, as defined in this clause, shall not relieve the Contractor of any responsibility or liability under this contract. The Contractor shall make available copies of all subcontracts to the Department upon request.
4. **Mergers and Acquisitions (NEW):**
 - a. Contracts in whole or in part are not transferable or assignable without the prior written agreement of the Department.
 - b. At least ninety (90) days before the effective date of any fundamental changes in corporate status, including merger, acquisition, transfer of assets and any change in fiduciary responsibility, the Contractor shall provide the Department with written notice of such changes.
 - c. The Contractor shall comply with requests for documentation deemed necessary by the Department to determine whether the Department will provide prior written agreement as required by Section II.D.3 above. The Department shall notify the Contractor of such determination not later than forty-five (45) business days from the date the Department receives such requested documentation.

5. **Equipment (NEW):** In the event this contract is terminated or not renewed, the Department reserves the right to recoup any equipment, deposits or down payments made or purchased with start-up funds or other funds specifically designated for such purpose under this contract. For purposes of this provision, equipment means tangible personal property with a normal useful life of at least one year and a value of at least \$2,500. Equipment shall be considered purchased from Contractor funds and not from Department funds if the equipment is purchased for a program that has other sources of income equal to or greater than the equipment purchase price.
6. **Independent Capacity of Contractor (NEW):** The Contractor, its officers, employees, subcontractors, or any other agent of the Contractor in the performance of this contract will act in an independent capacity and not as officers or employees of the state of Connecticut or of the Department.
7. **Settlement of Disputes and Claims Commission (NEW):**
 - a. Any dispute concerning the interpretation or application of this contract shall be decided by the commissioner of the Department or his/her designee whose decision shall be final subject to any rights the Contractor may have pursuant to state law. In appealing a dispute to the commissioner pursuant to this provision, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final resolution of a dispute, the Contractor and the Department shall proceed diligently with the performance of the contract.
 - b. Claims Commission. The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State arising from this contract shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings except as authorized by that Chapter in any State or Federal Court in addition to or in lieu of said Chapter 53 proceedings.

E. Revisions, Reductions, Default and Cancellation

1. **Contract Revisions and Amendments:**
 - a. A formal contract amendment, in writing, shall not be effective until executed by both parties to the contract and, where applicable, the Attorney General. Such amendments shall be required for extensions to the final date of the contract period and to terms and conditions specifically stated in Part II of this contract, including but not limited to revisions to the maximum contract payment, to the unit cost of service, to the contract's objectives, services, or plan, to due dates for reports, to completion of objectives or services and to any other contract revisions determined material by the Department.
 - b. The Contractor shall submit to the Department in writing any proposed revision to the contract and the Department shall notify the Contractor of receipt of the proposed revision. Any proposal deemed material shall be executed pursuant to (a) of this section. The Department may accept any proposal as a technical amendment and notify the Contractor in writing of the same. A technical amendment shall be effective on the date approved by the Department, unless expressly stated otherwise.

- c. No amendments may be made to a lapsed contract.

2. Contract Reduction:

- a. The Department reserves the right to reduce the contracted amount of compensation at any time in the event that:
 - (1) the Governor or the Connecticut General Assembly rescinds, reallocates, or in any way reduces the total amount budgeted for the operation of the Department during the fiscal year for which such funds are withheld; or
 - (2) Federal funding reductions result in reallocation of funds within the Department.
- b. The Contractor and the Department agree to negotiate on the implementation of the reduction within 30 days of receipt of formal notification of intent to reduce the contracted amount of compensation from the Department. If agreement on the implementation of the reduction is not reached within thirty (30) calendar days of such formal notification and a contract amendment has not been executed, the Department may terminate the contract sixty (60) days from receipt of such formal notification. The Department will formally notify the Contractor of the termination date.

3. Default by the Contractor:

- a. If the Contractor defaults as to, or otherwise fails to comply with, any of the conditions of this contract the Department may:
 - (1) withhold payments until the default is resolved to the satisfaction of the Department;
 - (2) temporarily or permanently discontinue services under the contract;
 - (3) require that unexpended funds be returned to the Department;
 - (4) assign appropriate state personnel to execute the contract until such time as the contractual defaults have been corrected to the satisfaction of the Department;
 - (5) require that contract funding be used to enter into a sub-contract arrangement with a person or persons designated by the Department in order to bring the program into contractual compliance;
 - (6) terminate this contract;
 - (7) take such other actions of any nature whatsoever as may be deemed appropriate for the best interests of the state or the program(s) provided under this contract or both;
 - (8) any combination of the above actions

- b. In addition to the rights and remedies granted to the Department by this contract, the Department shall have all other rights and remedies granted to it by law in the event of breach of or default by the Contractor under the terms of this contract.
 - c. Prior to invoking any of the remedies for default specified in this paragraph except when the Department deems the health or welfare of service recipients is endangered as specified in Part II Section A.3 of this agreement or has not met requirements as specified in clause 8, the Department shall notify the Contractor in writing of the specific facts and circumstances constituting default or failure to comply with the conditions of this contract and proposed remedies. Within five (5) business days of receipt of this notice, the Contractor shall correct any contractual defaults specified in the notice and submit written documentation of correction to the satisfaction of the Department or request in writing a meeting with the commissioner of the Department or his/her designee. Any such meeting shall be held within five (5) business days of the written request. At the meeting, the Contractor shall be given an opportunity to respond to the Department's notice of default and to present a plan of correction with applicable time frames. Within five (5) business days of such meeting, the commissioner of the Department shall notify the Contractor in writing of his/her response to the information provided including acceptance of the plan of correction and, if the commissioner finds continued contractual default for which a satisfactory plan of corrective action has not been presented, the specific remedy for default the Department intends to invoke. This action of the commissioner shall be considered final.
 - d. If at any step in this process the Contractor fails to comply with the procedure and, as applicable, the agreed upon plan of correction, the Department may proceed with default remedies.
4. **Non-enforcement not to constitute waiver:** The failure of either party to insist upon strict performance of any terms or conditions of this agreement shall not be deemed a waiver of the term or condition or any remedy that each party has with respect to that term or condition nor shall it preclude a subsequent default by reason of the failure to perform.
5. **Cancellation and Recoupment:**
- a. This agreement shall remain in full force and effect for the entire term of the contract period specified on page 1 of this agreement, unless either party provides written notice ninety (90) days or more from the date of termination, except that no cancellation by the Contractor may be effective for failure to provide services for the agreed price or rate and cancellation by the Department shall not be effective against services already rendered, so long as the services were rendered in compliance with the contract during the term of the contract.
 - b. In the event the health or welfare of the service recipients is endangered, the Department may cancel the contract and take any immediate action without notice it deems appropriate to protect the health and welfare of service recipients. The Department shall notify the Contractor of the specific reasons for taking such action in writing within five (5) business days of cancellation. Within five (5) business days of receipt of this notice, the Contractor may request in writing a meeting with the commissioner of the Department or his/her

designee. Any such meeting shall be held within five (5) business days of the written request. At the meeting, the Contractor shall be given an opportunity to present information on why the Department's actions should be reversed or modified. Within five (5) business days of such meeting, the commissioner of the Department shall notify the Contractor in writing of his/her decision upholding, reversing or modifying the action of the Department. This action of the commissioner shall be considered final.

- c. The Department reserves the right to cancel the contract without prior notice when the funding for the contract is no longer available.
- d. The Department reserves the right to recoup any deposits, prior payment, advance payment or down payment made if either party terminates the contract. Allowable costs incurred to date of termination for operation or transition of program(s) under this contract shall not be subject to recoupment. The Contractor agrees to return to the Department any funds not expended in accordance with the terms and conditions of the contract and, if the Contractor fails to do so upon demand, the Department may recoup said funds from any future payments owing under this contract or any other contract between the state and the Contractor.

6. **Transition after Termination or Expiration of Contract:** In the event that this contract is terminated for any reason except where the health and welfare of service recipients is endangered or if the Department does not offer the Contractor a new contract for the same or similar service at the contract's expiration, the Contractor will assist in the orderly transfer of clients served under this contract as required by the Department and will assist in the orderly cessation of operations under this contract. Prior to incurring expenses related to the orderly transfer or continuation of services to service recipients beyond the terms of the contract, the Department and the Contractor agree to negotiate a termination amendment to the existing agreement to address current program components and expenses, anticipated expenses necessary for the orderly transfer of service recipients and changes to the current program to address service recipient needs. The contractual agreement may be amended as necessary to assure transition requirements are met during the term of this contract. If the transition cannot be concluded during this term, the Department and the Contractor may negotiate an amendment to extend the term of the current contract until the transition may be concluded.

7. **Program Cancellation:** Where applicable, the cancellation or termination of any individual program or services under this contract will not, in and of itself, in any way affect the status of any other program or service in effect under this contract.

APPENDIX II

PROCUREMENT AND CONTRACTUAL AGREEMENTS

SIGNATORY ACCEPTANCE

The terms and conditions contained in this Request for Proposal constitute a basis for this procurement. These terms and conditions, as well as others so labeled elsewhere in this document, are mandatory for the resulting contract. The Department is solely responsible for rendering decisions in matters of interpretation on all terms and conditions.

ACCEPTANCE STATEMENT

On behalf of _____ I, _____ agree to accept the Mandatory Terms and Conditions as set forth in the Department of Social Services' Section 8 and Rental Assistance Program Request for Proposals.

Signature

Title

Date

APPENDIX III WORKFORCE ANALYSIS FORM

Contractor Name: _____ Total number of CT employees:

Address: _____ Full-time ____ Part-time ____

Complete the following Workforce Analysis for employees on Connecticut work sites who are:

Job Categories	Totals for all Columns - Male & Female	White (NOT OF HISPANIC ORIGIN)		Black (NOT OF HISPANIC ORIGIN)		Hispanic		Asian Or Pacific Islander		American Indian Or Alaskan Native		People With Disabilities	
		male	female	male	female	male	female	male	female	male	female	male	female
Officials & Managers													
Professionals													
Technicians													
Sales Workers													
Office & Clerical													
Craft Workers (Skilled)													
Operators (Semi Skilled)													
Laborers (Unskilled)													
Totals Above													
Totals One Year Ago													
Formal On-The-Job-Trainees (Enter figures for the same categories as shown above)													
Apprentices													
Trainees													
Employment Figures were obtained from ____ Visual Check ____ Employment Records ____ Other: _____													

Workforce Analysis

1. Have you successfully implemented an Affirmative Action Plan? Yes ____ No ____
Date of Implementation _____ If the answer is "No", explain.

1.a. Do you promise to develop and implement a successful Affirmative Action Plan?
Yes __ No __ Not Applicable _____ Explanation:

2. Have you successfully developed an apprenticeship program complying with Sec. 46a-68-1 to 46a-68-17 of the Connecticut Department of Labor Regulations, inclusive: Yes ____ No __ Not Applicable _____ Explanation:

3. According to EEO-1 data, is the composition of your work force at or near parity when compared with the racial and sexual composition of the work force in the relevant labor market area? Yes ____ No ____ Explanation:

4. If you plan to subcontract, will you set aside a portion of the contract for legitimate minority business enterprises? Yes ____ No ____ Explanation:

Contractor's Authorized Signature

Date

[WFA 5/93]

APPENDIX IV - NOTIFICATION TO BIDDERS

The contract to be awarded in response to this RFP is subject to contract compliance requirements mandated by Section 4a-60 of the Connecticut General Statutes, and when the awarding agency is the State, Section 46a-71(d) of the Connecticut General Statutes. Contract Compliance Regulations codified at Section 4a-60 et. seq. of the Regulations of the Connecticut State Agencies establish a procedure for the awarding of all contracts covered by Section 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 4-114a-3(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance regulations has an obligation to “aggressively solicit participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials.” “Minority business enterprise” is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock or assets belong to a person or persons: “(1) Who are active in the daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n.” “Minority” groups are defined in Section 32-9n of the Connecticut General Statutes as “(1) Black Americans..(2) Hispanic Americans..(3) Women..(4) Asian Pacific Americans and Pacific Islanders; or (5) American Indians” The above definitions apply to the contract compliance requirements by virtue of Section 4-114a (10) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder’s qualifications under the contract compliance requirements:

1. The bidder’s success in implementing an affirmative action plan;
2. The bidder’s success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Regulations of Connecticut State Agencies, inclusive;
3. The bidder’s promise to develop and implement an affirmative action plan;
4. The bidder’s submission of EEO-1 data indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market;
5. The bidder’s promise to set aside a portion of the contract for legitimate minority businesses. See section 4-114a3 (10) of the Contract Compliance Regulations.

INSTRUCTION TO THE BIDDER: The Bidder must sign the acknowledgement below and return it to the Awarding Agency along with the bid proposal. Retain a signed copy in your files.

The undersigned acknowledges receiving and reading a copy of the “Notification to Bidders” form:

Signature

Date

On Behalf of: _____

Organization Name _____ Address _____

APPENDIX V - SMOKING POLICY

Connecticut General Statutes

Sec. 31-40q. Smoking in the workplace: Definitions; employers to establish nonsmoking areas; exemptions. (a) As used in this section:

(1) "Person" means one or more individuals, partnerships, associations, corporations, limited liability companies, business trusts, legal representatives or any organized group of persons.

(2) "Employer" means a person engaged in business that has employees, including the state and any political subdivision thereof.

(3) "Employee" means any person engaged in service to an employer in the business of his employer.

(4) "Business facility" means a structurally enclosed location or portion thereof at which twenty or more employees perform services for their employer.

(5) "Smoking" means the burning of a lighted cigar, cigarette, pipe or any other matter or substance that contains tobacco.

(b) Each employer shall establish one or more work areas, sufficient to accommodate nonsmokers who request to utilize such an area, within each business facility under its control, where smoking is prohibited. The employer shall clearly designate the existence and boundaries of each nonsmoking area by posting signs that can be readily seen by employees and visitors. In the areas within the business facility where smoking is permitted, existing physical barriers and ventilation systems shall be used to the extent practicable to minimize the effect of smoking in adjacent nonsmoking areas. Nothing in this section may be construed to prohibit an employer from designating an entire business facility as a nonsmoking area.

(c) The Labor Commissioner may exempt any employer from the provisions of this section if the Commissioner finds that (1) the employer made a good faith effort to comply with the provisions of this section and (2) any further requirement to so comply would constitute an unreasonable financial burden on the employer.

(P.A. 83-268; P.A. 87-149, S.1, 3; P.A. 91-94; P.A. 95-79, S. 109, 189.)

History: P.A. 87-149 amended Subsec. (b) to require employers to establish sufficient nonsmoking areas in business facilities and added Subsec. (c) to enable the labor Commissioner to exempt certain employers from compliance with those requirements, effective April 1, 1988; P.A. 91-94 amended Subsec. (a) by reducing the minimum number of employees from fifty to twenty in Subdiv. (4); P.A. 95-79 amended Subsec. (a) to redefine "person" to include limited liability companies, effective May 31, 1995.

Cited. 24C. 666,672-674.

Subsec. (b):

Cited. 224C. 666, 674.

APPENDIX VI
CERTIFICATION REGARDING LOBBYING

Contractor: _____

Period: _____

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Printed Name & Title

Firm/Organization

Date

APPENDIX VII

CONNECTICUT DEPARTMENT OF SOCIAL SERVICES

Authorization of Signature Document

I, _____, _____ of
_____, a corporation organized under the laws
of the State of _____, hereby certify that the following is a full and
true copy of a resolution adopted at a meeting of the Board of Directors of said company,
duly held on the _____ day of _____, 20_____

“RESOLVED that _____ is hereby
authorized to make, execute and approve on behalf of this
company, any and all contracts and amendments and to
execute and approve on behalf of this company, other
instruments, a part of or incident to such contracts and
amendments effective until otherwise ordered by the Board of
Directors”.

and I do further certify that the above resolution has not been in anyway altered, amended
or repealed, and is now in full force and effect. IN WITNESS WHEREOF, I have hereunto
set my hand and affixed the corporate seal of said company this

_____ day of _____, 20_____.

Signature

Title

Appendix VIII Required Reports

SECTION 8

The following reports are required and must be submitted to the Department of Social Services by the fifteenth (15th) of the reporting month. (i.e. March reports are due on March 15th). Exception – balance sheet and the program cost for the month of June are due June thirtieth (30th).

- Housing Assistance Program (HAP) Register. This register must include the following:
 1. name and address of family
 2. Voucher type or preference
 3. name and address of owner
 4. dwelling unit size
 5. beginning date of lease term
 6. monthly contract rent to owner
 7. monthly tenant share
 8. monthly housing assistance payment to owner
- Re-certification Report
- Check Register – landlord, tenant disbursements.
- General monthly utilization report – authorized level, Vouchers issued, number leased-up (by Project).
- Income Status Reports - % of assisted families on welfare, % of assisted families with earned income
- Participation Reports: Race, ethnicity, disability and elderly status
- Town Report – number of assisted families by town
- Discontinuance Report – number of families who have left the program and % of those terminated due to non-compliance
- Portability Report
- Held Checks Report
- Family Self Sufficiency Report – to include escrow account balances
- Disability (Mainstream) Voucher Report
- Family Unification Program Report
- PMSA Codes Total – monthly administrative fee calculations presented by units by PMSA. Include Initial and Receiving Portable units.
- Monthly Balance Sheet – presenting monthly activity and year to date amounts. Identify amount due the department for the prior year of operation. Include administrative fee analysis, supporting amounts presented on the balance sheet.
- Monthly Statement of Program Costs - – presenting monthly activity and year to date amounts.

TRANSITIONARY RENTAL ASSISTANCE

The following reports are required and must be submitted to the Department of Social Services by the fifteenth (15th) of the reporting month. (i.e. March reports are due on March 15th). Exception – balance sheet and the program cost for the month of June are due June thirtieth (30th).

- **Transitional Rental Assistance Program (T-RAP) Register**
The T-RAP register is used to record monthly rental assistance payments. This register must include the following:
 1. name and address of family
 2. name and address of owner
 3. dwelling unit size
 4. beginning date of lease term
 5. monthly contract rent to owner
 6. monthly tenant rent
 7. monthly rental assistance payment to owner
- **Report on Program Utilization:**
 1. Total number of units under lease/T-RAP Contract
 2. Total number of outstanding Certificates (i.e., the number of units under lease/RAP Contract, plus the number of current Certificates held by families searching for units.)
- **Status Reports on Program Activity:**
 1. The number of Certificates issued during the month
 2. The number of units leased during the month
 3. The number of families discontinued either due to noncompliance or completion of maximum one year subsidy period
- **Applicant/Lottery Status Report** – Number of applications received, number selected by lottery and number of applicants, not selected carried over to next month
- **Income Status Report**-provide annual income ranges for assisted families
- **Check Register** – landlord, tenant disbursements.
- **Participation Report** - Race, ethnicity
- **Town Report** – number of assisted families by town
- **Held Checks Report**
- **Monthly Balance Sheet** – presenting monthly activity and year to date amounts. Identify amounts due the department for prior year of operation.
- **Monthly Statement of Program Costs** - presenting monthly activity and year to date amounts.

RENTAL ASSISTANCE PROGRAM

The following reports are required and must be submitted to the Department of Social Services by the fifteenth (15th) of the reporting month. (i.e. March reports are due on March 15th). Exception – balance sheet and the program cost for the month of June are due June thirtieth (30th).

- **Rental Assistance Program (RAP) Register**

The RAP register is used to record monthly housing assistance payments. This register must include the following:

1. name and address of family
2. name and address of owner
3. dwelling unit size
4. beginning date of lease term
5. monthly contract rent to owner
6. monthly tenant rent
7. monthly rental assistance payment to owner

- **Report on Program Utilization**

The utilization report must identify:

1. The number of outstanding Certificates (i.e., the number of units under lease/RAP Contract, plus the number of current Certificates held by families searching for units.)
2. The total number of units under lease/RAP Contract

- **Income Status Reports** - % of assisted families on welfare, % of assisted families with earned income
- **Participation Report** – race, ethnicity, elderly, disabled families
- **Check Register** – landlord, tenant disbursements.
- **Town Report** – number of assisted families by town
- **Held Checks Report**
- **Monthly Balance Sheet** – presenting monthly activity and year to date amounts. Identify amount due the department for prior years of operation.
- **Monthly Statement of Program Costs** - presenting monthly activity and year to date amounts.

APPENDIX IX
STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT
Policies and Guidelines
Gift Certification

Gift certification to accompany State Contracts with a value of \$50,000 or more in a calendar or fiscal year, pursuant Conn. Gen. Stat. §§ 4-250 and 4-252, and Governor M. Jodi Rell's Executive Order No. 7C, para. 10.

I, Type/Print Name, Title and Name of Firm or Corporation, am authorized to execute the attached contract on behalf of the Name of Firm or Corporation (the "Contractor"). I hereby certify that between mm/dd/yy (planning date) and mm/dd/yy (date of the execution of the attached contract) that neither myself, the Contractor, nor any of its principals or key personnel who participated directly, extensively and substantially in the preparation of the bid or proposal (if applicable) or in the negotiation of this contract, nor any agent of the above, gave a gift, as defined in Conn. Gen. Stat. § 1-79(e), including a life event gift as defined in Conn. Gen. Stat. § 1-79(e)(12), to (1) any public official or state employee of the contracting state agency or quasi-public agency who participated directly, extensively, and substantially in the preparation of the bid solicitation or request for proposals for the contract (if applicable) or in the negotiation or award of this contract; or (2) any public official or state employee of any other state agency who has supervisory or appointing authority over the state agency or quasi-public agency executing this contract, except the gifts listed below:

<u>Name of Benefactor</u> <u>Date of Gift</u>	<u>Name of recipient</u>	<u>Gift Description</u>	<u>Value</u>
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List information here

Further, neither I nor any principals or key personnel of the Contractor, nor any agent of the above, knows of any action by Contractor to circumvent such prohibition on gifts by providing for any other principals, key personnel, officials, employees of Contractor, nor any agent of the above, to provide a gift to any such public official or state employee.

Further, the Contractor made its bid or proposal without fraud or collusion with any person.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

_____ Signature	_____ Date
Sworn and subscribed before me on this _____ day of _____, 200__	

Commissioner of the Superior Court
Notary Public

APPENDIX X
STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT
Policies and Guidelines

Campaign Contribution Certification

Campaign contribution certification to accompany State Contracts with a value of \$50,000 or more in calendar or fiscal year, pursuant Conn. Gen. Stat. § 4-250 and Governor M. Jodi Rell's Executive Orders No. 1, para 8 and No. 7C, para 10.

I, Type/Print Name, Title and Name of Firm or Corporation, hereby certify that during the two-year period preceding the execution of the attached contract, neither myself nor any principals or key personnel of the Name of Firm or Corporation who participated directly, extensively and substantially in the preparation of the bid or proposal (if applicable) or in the negotiation or award of this contract, nor any agent of the above, gave a contribution to a candidate for statewide public office or the General Assembly, as defined in Conn. Gen. Stat. §9-333b, except as listed below:

<u>Contributor</u>	<u>Recipient</u>	<u>Amount/Value</u>	<u>Date of Contribution</u>
<u>Contribution Description</u>			

List information here

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

_____ Signature	_____ Date
--------------------	---------------

Sworn and subscribed before me on this _____ day of _____, 200__

Commissioner of the Superior Court
Notary Public

APPENDIX XI

STATE OF CONNECTICUT OFFICE OF POLICY AND MANAGEMENT Policies and Guidelines Consulting Agreement Affidavit

Consulting agreement affidavit to accompany state contracts for the purchase of goods and services with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Section 51 of Public Act 05-287.

This affidavit is required if a bidder or vendor has entered into any consulting agreements whereby the duties of the consultant include communications concerning business of such state agency, whether or not direct contact with a state agency, state or public official or state employee was expected or made. Pursuant to Section 51 of P.A. 05-287, "consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information or (C) any other similar activity related to such contract. Consulting agreement does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the general statutes as of the date such affidavit is submitted in accordance with the provisions of this section.

I, Type/Print Name, Title and Name of Firm or Corporation, hereby swear that I am the chief official of the bidder or vendor of the Contract or authorized to execute such Contract. I further swear that I have not entered into any consulting agreement in connection with such contract, except the agreements listed below:

Contractor's Name, Title and Firm or Corporation:

Terms of Consulting Agreement (Date of Execution, Amount, Expiration Date):

Brief Description of Services Provided (Purpose, Scope, Activities, Outcomes):

☐ Yes ☐ No Is the Consultant a former state employee or public official?

If yes, provide the following information about the former state employee or public official:

- Former Agency:
- Date Such Employment Terminated:

Attach additional sheets if necessary. This affidavit must be amended if Contractor enters into any new consulting agreements during the term of this Contract

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Signature
Sworn and subscribed before me on this _____ day of _____, 200__

Date

Commissioner of the Superior Court
Notary Public

APPENDIX XII

STATE OF CONNECTICUT OFFICE OF POLICY AND MANAGEMENT Policies and Guidelines

PROHIBITION ON CAMPAIGN CONTRIBUTIONS BY PROSPECTIVE STATE CONTRACTORS

Pursuant to Public Act 05-05 of the October 25, Special Session, as amended by Public Act 06-137, effective on December 31, 2006, "principals" of state contractors and prospective state contractors are prohibited from donating and soliciting certain campaign contributions.

For purposes of this prohibition, a "prospective state contractor" includes the organization submitting a bid or proposal in response to this RFP. Effective December 31, 2006, the "principals" of a prospective state contractor are prohibited from making and soliciting contributions to, or for the benefit of, any candidate for statewide office, the General Assembly, or any political committee authorized to make contributions to any such candidate, or any party committee. This prohibition remains in effect throughout the entire term of the resulting contract for the organization awarded the contract through this RFP. For those prospective state contractors who are not awarded a state contract as a result of this RFP, the prohibition terminates upon receipt of notice that the resulting contract has been awarded to a different organization.

The bidder shall include a completed State Contractor Principals Selection Form - SC 2 (Rev. 7/2006) - To obtain an electronic copy of Form SC 2 send a request, via e-mail to the Issuing Office (Part 1 Section C) by e-mail.

CUSTOMER REFERENCE SURVEY FORM

[illegible]

67

THE REMAINING SURVEY SECTIONS MUST BE COMPLETED INDEPENDENTLY BY THE CUSTOMER. PLEASE DO NOT USE SUBSIDIARIES OR ANY OTHER ENTITY WITHIN YOUR COMPANY AS A CUSTOMER REFERENCE.

SECTION TWO: PERFORMANCE RATING (This section MUST be completed by the Customer ONLY)

PLEASE READ THESE IMPORTANT INSTRUCTIONS

This Customer Reference Survey Form provides a rating of the bidder relative to their performance for the project identified in Section One above. The rating is to be confidential and will be used by the State of Connecticut to determine service qualifications for the bidder who uses your State/agency as a customer reference.

Rate the bidder on a scale of “Would Not Rehire” (lowest) to “Outstanding” (highest), for each question by circling the appropriate rating for the performance that was provided by the bidder for the project as described above in Section One.

All questions MUST be answered. An incomplete or unanswered question, including a Not Applicable (N/A) response will result in the bidder receiving a zero (0) score for that particular question(s).

1. How would you rate the bidder's attention to customer service? Circle one:

(Lowest) Would Not Rehire Unsatisfactory Satisfactory Outstanding (Highest)

Comments: _____

2. How would you rate the bidder's performance on your specific project, relative to understanding your business practices and standards? Circle one:

(Lowest) Would Not Rehire Unsatisfactory Satisfactory Outstanding (Highest)

Comments _____

3. How would you rate the bidder's performance in the use of advanced technology and commitment (adherence) to your IT architecture standards and practices on your specific project? Circle one:

(Lowest) Would Not Rehire Unsatisfactory Satisfactory Outstanding (Highest)

Comments _____

4. How would you rate the bidder's performance on the services and deliverables required for your specific project? Circle one:

(Lowest) Would Not Rehire Unsatisfactory Satisfactory Outstanding (Highest)

Comments _____

5. How would you rate the bidder's estimating and actual performance on the budgeting aspects of your specific project? Circle one:

(Lowest) Would Not Rehire Unsatisfactory Satisfactory Outstanding (Highest)

Comments _____

6. How would you rate the bidder's management and use of Customer Service Requests (CSR's) in performance of project requirements (e.g. did the bidder make judicious use of CSR's to perform system modifications)? Circle one:

(Lowest) Would Not Rehire Unsatisfactory Satisfactory Outstanding (Highest)

Comments _____

7. How would you rate the bidder's estimating and actual performance on the scheduling aspects of your specific project?

(Lowest) Would Not Rehire Unsatisfactory Satisfactory Outstanding (Highest)

Comments _____

8. How would you rate the bidder's performance on providing adequate staffing, including the education and certification attributes, and other resources needed for your project?

(Lowest) Would Not Rehire Unsatisfactory Satisfactory Outstanding (Highest)

Comments _____

9. How would you rate the bidder's overall performance on your specific project?

(Lowest) Would Not Rehire Unsatisfactory Satisfactory Outstanding (Highest)

Comments _____

SECTION THREE CUSTOMER VERIFICATION (This section MUST be completed by the Customer ONLY)

This section is to verify the individual completing the survey. The State of Connecticut may verify accuracy of all data associated with the Customer Reference Survey Forms. If the State of Connecticut determines that any of the data has been falsified, the State of Connecticut may at its discretion immediately disqualify the bidder and also place the bidder on temporary suspension from doing business with the Commonwealth.

- The individual completing the Customer Reference Survey Form MUST sign the completed survey with an ORIGINAL SIGNATURE. It is assumed this person represents the State/agency and is knowledgeable about the project identified on the first page of this form.
- In order to maintain confidentiality of the completed Customer Reference Survey Forms, the individual completing the Customer Reference Survey Form MUST return it to the bidder in a sealed envelope with their signature across the seal.

Customer's State/Agency:

Customer's Name (person providing reference):

_____ Title: _____

Telephone Number: _____

Do you agree with the Project Name, Dates, and Description as provided by the bidder in Section One: Project Profile? Is the information provided in Section One accurate? (circle one) YES NO

If No, please provide edits or comments on discrepancies below:

Signature _____

Date: _____

PLEASE SIGN WITH AN ORIGINAL SIGNATURE, PLACE IN A TIGHTLY SEALED ENVELOPE, AND SIGN ACROSS THE SEAL TO ENSURE CONFIDENTIALITY. FAILURE TO COMPLY MAY RESULT IN DISQUALIFICATION OF THIS BIDDER.

Table One
Section 8 Vouchers by Town

CITY/TOWN	#	CITY/TOWN	#	CITY/TOWN	#	CITY/TOWN	#
ANDOVER	0	GLASTONBURY	6	ORANGE	1	WILLINGTON	4
ANSONIA	12	GOSHEN	1	OXFORD	1	WILTON	4
ASHFORD	4	GRANBY	1	PLAINFIELD	17	WINCHESTER	9
AVON	4	GREENWICH	6	PLAINVILLE	15	WINDHAM	45
BARKHAMSTED	1	GRISWOLD	34	PLYMOUTH	3	WINDSOR	18
BEACON FALLS	3	GROTON	65	POMFRET	0	WINDSOR LOCKS	1
BERLIN	10	GUILFORD	2	PORTLAND	5	WOLCOTT	5
BETHANY	0	HADDAM	0	PRESTON	2	WOODBIDGE	4
BETHEL	5	HAMDEN	91	PROSPECT	0	WOODBURY	2
BETHLEHEM	0	HAMPTON	0	PUTNAM	36	WOODSTOCK	1
BLOOMFIELD	60	HARTFORD	843	REDDING	0	TOTAL	5074
BOLTON	1	HARTLAND	0	RIDGEFIELD	2		
BOZRAH	5	HARWINTON	3	ROCKY HILL	2		
BRANFORD	37	HEBRON	0	ROXBURY	1		
BRIDGEPORT	423	KENT	1	SALEM	1		
BRIDGEWATER	0	KILLINGLY	44	SALISBURY	0		
BRISTOL	24	KILLINGWORTH	0	SCOTLAND	0		
BROOKFIELD	1	LEBANON	4	SEYMOUR	11		
BROOKLYN	3	LEDYARD	5	SHARON	0		
BURLINGTON	0	LISBON	4	SHELTON	6		
CANAAN	0	LITCHFIELD	3	SHERMAN	0		
CANTERBURY	0	LYME	0	SIMSBURY	4		
CANTON	2	MADISON	1	SOMERS	2		
CHAPLIN	3	MANCHESTER	123	SOUTHBURY	1		
CHESHIRE	5	MANSFIELD	2	SOUTHINGTON	52		
CHESTER	4	MARLBOROUGH	0	SOUTH WINDSOR	14		
CLINTON	5	MERIDEN	94	SPRAGUE	11		
COLCHESTER	20	MIDDLEBURY	1	STAFFORD	8		
COLEBROOK	0	MIDDLEFIELD	0	STAMFORD	50		
COLUMBIA	4	MIDDLETOWN	29	STERLING	1		
CORNWALL	0	MILFORD	6	STONINGTON	14		
COVENTRY	3	MONROE	0	STRATFORD	28		
CROMWELL	4	MONTVILLE	20	SUFFIELD	3		
DANBURY	24	MORRIS	0	THOMPSON	10		
DARIEN	4	NAUGATUCK	15	THOMASTON	4		
DEEP RIVER	5	NEW BRITAIN	205	TOLLAND	1		
DERBY	14	NEW CANAAN	3	TORRINGTON	10		
DURHAM	1	NEW FAIRFIELD	0	TRUMBULL	1		
EASTFORD	0	NEW HARTFORD	2	UNION	1		
EAST GRANBY	4	NEW HAVEN	1082	VERNON	16		
EAST HADDAM	3	NEWINGTON	11	VOLUNTOWN	0		
EAST HAMPTON	2	NEW LONDON	244	WALLINGFORD	12		
EAST HARTFORD	156	NEW MILFORD	12	WARREN	0		
EAST HAVEN	37	NEWTOWN	2	WASHINGTON	0		
EAST LYME	6	NORFOLK	1	WATERBURY	288		
EASTON	0	NO. BRANFORD	8	WATERFORD	7		
EAST WINDSOR	27	NORTH CANAAN	0	WATERTOWN	16		
ELLINGTON	1	NORTH HAVEN	4	WESTBROOK	2		
ENFIELD	33	NO. STONINGTON	3	WEST HARTFORD	39		
ESSEX	1	NORWALK	86	WEST HAVEN	158		
FAIRFIELD	4	NORWICH	65	WESTON	1		
FARMINGTON	2	OLD LYME	0	WESTPORT	5		
FRANKLIN	0	OLD SAYBROOK	1	WETHERSFIELD	19		

Table Two
Rental Assistance Program Certificates by Town

CITY/TOWN	#	CITY/TOWN	#	CITY/TOWN	#	CITY/TOWN	#
ANDOVER	0	GLASTONBURY	0	ORANGE	0	WILLINGTON	0
ANSONIA	9	GOSHEN	0	OXFORD	0	WILTON	1
ASHFORD	0	GRANBY	0	PLAINFIELD	1	WINCHESTER	1
AVON	0	GREENWICH	1	PLAINVILLE	2	WINDHAM	4
BARKHAMSTED	0	GRISWOLD	2	PLYMOUTH	0	WINDSOR	7
BEACON FALLS	0	GROTON	3	POMFRET	0	WINDSOR LOCKS	2
BERLIN	0	GUILFORD	0	PORTLAND	0	WOLCOTT	0
BETHANY	0	HADDAM	0	PRESTON	0	WOODBIDGE	0
BETHEL	3	HAMDEN	38	PROSPECT	2	WOODBURY	0
BETHLEHEM	0	HAMPTON	0	PUTNAM	1	WOODSTOCK	0
BLOOMFIELD	9	HARTFORD	188	REDDING	0	TOTAL	1456
BOLTON	0	HARTLAND	0	RIDGEFIELD	0		
BOZRAH	0	HARWINTON	0	ROCKY HILL	0		
BRANFORD	3	HEBRON	1	ROXBURY	0		
BRIDGEPORT	110	KENT	0	SALEM	0		
BRIDGEWATER	0	KILLINGLY	1	SALISBURY	0		
BRISTOL	9	KILLINGWORTH	0	SCOTLAND	0		
BROOKFIELD	1	LEBANON	0	SEYMOUR	1		
BROOKLYN	0	LEDYARD	0	SHARON	0		
BURLINGTON	0	LISBON	0	SHELTON	3		
CANAAN	1	LITCHFIELD	0	SHERMAN	0		
CANTERBURY	0	LYME	0	SIMSBURY	1		
CANTON	0	MADISON	0	SOMERS	1		
CHAPLIN	0	MANCHESTER	52	SOUTHBURY	0		
CHESHIRE	0	MANSFIELD	0	SOUTHINGTON	2		
CHESTER	0	MARLBOROUGH	0	SOUTH WINDSOR	0		
CLINTON	0	MERIDEN	58	SPRAGUE	0		
COLCHESTER	1	MIDDLEBURY	0	STAFFORD	6		
COLEBROOK	0	MIDDLEFIELD	0	STAMFORD	21		
COLUMBIA	0	MIDDLETOWN	2	STERLING	0		
CORNWALL	0	MILFORD	3	STONINGTON	1		
COVENTRY	1	MONROE	0	STRATFORD	4		
CROMWELL	0	MONTVILLE	1	SUFFIELD	0		
DANBURY	8	MORRIS	0	THOMPSON	1		
DARIEN	2	NAUGATUCK	6	THOMASTON	0		
DEEP RIVER	0	NEW BRITAIN	52	TOLLAND	0		
DERBY	5	NEW CANAAN	1	TORRINGTON	1		
DURHAM	1	NEW FAIRFIELD	0	TRUMBULL	1		
EASTFORD	0	NEW HARTFORD	0	UNION	0		
EAST GRANBY	0	NEW HAVEN	508	VERNON	8		
EAST HADDAM	0	NEWINGTON	0	VOLUNTOWN	0		
EAST HAMPTON	1	NEW LONDON	8	WALLINGFORD	1		
EAST HARTFORD	44	NEW MILFORD	3	WARREN	0		
EAST HAVEN	5	NEWTOWN	2	WASHINGTON	0		
EAST LYME	1	NORFOLK	0	WATERBURY	104		
EASTON	1	NO. BRANFORD	1	WATERFORD	0		
EAST WINDSOR	0	NORTH CANAAN	0	WATERTOWN	0		
ELLINGTON	2	NORTH HAVEN	1	WESTBROOK	0		
ENFIELD	6	NO. STONINGTON	0	WEST HARTFORD	10		
ESSEX	0	NORWALK	26	WEST HAVEN	58		
FAIRFIELD	0	NORWICH	24	WESTON	0		
FARMINGTON	1	OLD LYME	0	WESTPORT	1		
FRANKLIN	0	OLD SAYBROOK	1	WETHERSFIELD	3		

Table Three
 Transitionary Rental Assistance Certificates by Town

CITY/TOWN	#	CITY/TOWN	#	CITY/TOWN	#	CITY/TOWN	#
ANDOVER	0	GLASTONBURY	0	ORANGE	1	WILLINGTON	0
ANSONIA	1	GOSHEN	0	OXFORD	0	WILTON	0
ASHFORD	0	GRANBY	0	PLAINFIELD	0	WINCHESTER	0
AVON	0	GREENWICH	0	PLAINVILLE	0	WINDHAM	0
BARKHAMSTED	0	GRISWOLD	0	PLYMOUTH	0	WINDSOR	0
BEACON FALLS	0	GROTON	0	POMFRET	0	WINDSOR LOCKS	0
BERLIN	0	GUILFORD	0	PORTLAND	0	WOLCOTT	0
BETHANY	0	HADDAM	0	PRESTON	0	WOODBIDGE	1
BETHEL	0	HAMDEN	2	PROSPECT	0	WOODBURY	0
BETHLEHEM	0	HAMPTON	0	PUTNAM	0	WOODSTOCK	0
BLOOMFIELD	0	HARTFORD	15	REDDING	0	TOTAL	103
BOLTON	0	HARTLAND	0	RIDGEFIELD	0		
BOZRAH	0	HARWINTON	0	ROCKY HILL	0		
BRANFORD	0	HEBRON	0	ROXBURY	0		
BRIDGEPORT	2	KENT	0	SALEM	0		
BRIDGEWATER	0	KILLINGLY	0	SALISBURY	0		
BRISTOL	2	KILLINGWORTH	0	SCOTLAND	0		
BROOKFIELD	0	LEBANON	0	SEYMOUR	0		
BROOKLYN	0	LEDYARD	0	SHARON	0		
BURLINGTON	0	LISBON	0	SHELTON	0		
CANAAN	0	LITCHFIELD	0	SHERMAN	0		
CANTERBURY	0	LYME	0	SIMSBURY	0		
CANTON	0	MADISON	0	SOMERS	0		
CHAPLIN	0	MANCHESTER	4	SOUTHBURY	0		
CHESHIRE	0	MANSFIELD	0	SOUTHINGTON	1		
CHESTER	0	MARLBOROUGH	0	SOUTH WINDSOR	0		
CLINTON	0	MERIDEN	4	SPRAGUE	0		
COLCHESTER	0	MIDDLEBURY	0	STAFFORD	0		
COLEBROOK	0	MIDDLEFIELD	0	STAMFORD	0		
COLUMBIA	0	MIDDLETOWN	0	STERLING	0		
CORNWALL	0	MILFORD	0	STONINGTON	0		
COVENTRY	0	MONROE	0	STRATFORD	0		
CROMWELL	0	MONTVILLE	0	SUFFIELD	0		
DANBURY	0	MORRIS	0	THOMPSON	0		
DARIEN	0	NAUGATUCK	0	THOMASTON	0		
DEEP RIVER	0	NEW BRITAIN	13	TOLLAND	0		
DERBY	0	NEW CANAAN	0	TORRINGTON	0		
DURHAM	0	NEW FAIRFIELD	0	TRUMBULL	0		
EASTFORD	0	NEW HARTFORD	0	UNION	0		
EAST GRANBY	0	NEW HAVEN	30	VERNON	1		
EAST HADDAM	0	NEWINGTON	0	VOLUNTOWN	0		
EAST HAMPTON	0	NEW LONDON	0	WALLINGFORD	0		
EAST HARTFORD	4	NEW MILFORD	0	WARREN	0		
EAST HAVEN	0	NEWTOWN	0	WASHINGTON	0		
EAST LYME	0	NORFOLK	0	WATERBURY	10		
EASTON	0	NO. BRANFORD	0	WATERFORD	0		
EAST WINDSOR	0	NORTH CANAAN	0	WATERTOWN	1		
ELLINGTON	0	NORTH HAVEN	0	WESTBROOK	0		
ENFIELD	0	NO. STONINGTON	0	WEST HARTFORD	2		
ESSEX	0	NORWALK	0	WEST HAVEN	9		
FAIRFIELD	0	NORWICH	0	WESTON	0		
FARMINGTON	0	OLD LYME	0	WESTPORT	0		
FRANKLIN	0	OLD SAYBROOK	0	WETHERSFIELD	0		

Table Four - Cross Reference
Connecticut Department of Social Services Regions and Towns

NORTHERN REGION

Hartford - 3580 Main Street, Hartford, CT 06120 1187

Towns Served:

Avon, Bloomfield, Canton, East Granby, Farmington, Granby, Hartford, Newington, Rocky Hill, Simsbury, Suffield, West Hartford, Wethersfield, Windsor, Windsor Locks

New Britain - 270 Lafayette Street, New Britain, CT 06053 4174

Towns Served:

Berlin, Bristol, Burlington, New Britain, Plainville, Plymouth, Southington

Manchester - 699 E. Middle Turnpike, Manchester, CT 06040 3744

Towns Served:

Andover, Bolton, East Hartford, East Windsor, Ellington, Enfield, Glastonbury, Hebron, Manchester, Marlborough, Somers, South Windsor, Stafford, Tolland, Vernon

Willimantic - 676 Main Street, Willimantic, CT 06226

Towns Served:

Ashford, Brooklyn, Canterbury, Chaplin, Columbia, Coventry, Eastford, Hampton, Killingly, Mansfield, Plainfield, Pomfret, Putnam, Scotland, Sterling, Thompson, Union, Willington, Windham and Woodstock

SOUTHERN REGION

New Haven - 194 Bassett Street, New Haven, CT 06511

Towns Served:

Ansonia, Bethany, Branford, Derby, East Haven, Hamden, Meriden, Milford, New Haven, North Branford, North Haven, Orange, Seymour, Shelton, Wallingford, West Haven, Woodbridge

Middletown - 117 Main Street Ext., Middletown, CT 06457 3843

Towns Served:

Chester, Clinton, Cromwell, Deep River, Durham, East Haddam, East Hampton, Essex, Guilford, Haddam, Killingworth, Lyme, Madison, Middlefield, Middletown, Old Lyme, Old Saybrook, Portland, Westbrook

Norwich - 401 West Thames Street, Unit 102, Norwich, CT 06360

Towns Served:

Bozrah, Colchester, East Lyme, Franklin, Griswold, Groton, Lebanon, Ledyard, Lisbon, Montville, New London, North Stonington, Norwich, Preston, Salem, Sprague, Stonington, Voluntown, Waterford

WESTERN REGION

Bridgeport - 925 Housatonic Avenue, Bridgeport, CT 06606 5700

Towns Served:

Bridgeport, Easton, Fairfield, Monroe, Norwalk, Stratford, Trumbull, Weston, Westport

Stamford - 1642 Bedford Street, Stamford, CT 06905 4731

Towns Served:

Darien, Greenwich, New Canaan, Stamford, Wilton

Waterbury - 249 Thomaston Avenue, Waterbury, CT 06702 1397

Towns Served:

Beacon Falls, Cheshire, Middlebury, Naugatuck, Oxford, Prospect, Southbury, Waterbury, Watertown, Wolcott

Danbury - 342 Main Street, Danbury, CT 06810 5833

Towns Served:

Bethel, Bridgewater, Brookfield, Danbury, New Fairfield, New Milford, Newtown, Redding, Ridgefield, Sherman

Torrington - 62 Commercial Boulevard, Suite 1, Torrington, CT 06790 9983

Towns Served:

Barkhamsted, Bethlehem, Canaan, Colebrook, Cornwall, Goshen, Hartland, Harwinton, Kent, Litchfield, Morris, New Hartford, Norfolk, North Canaan, Roxbury, Salisbury, Sharon, Thomaston, Torrington, Warren, Washington, Winchester, Woodbury